



**Official Report of the Proceedings  
of the  
BOARD OF EDUCATION  
of the City of Chicago**

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**Regular Meeting-Wednesday, April 28, 2010  
10:30 A.M.  
(125 South Clark Street)**

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**Published by the Authority of the Chicago Board of Education**

**Mary B. Richardson-Lowry  
President**

**Estela G. Beltran  
Secretary**

ATTEST:

*Estela H. Beltrán*  
Secretary of the Board of Education  
Of the City of Chicago

President Richardson-Lowry took the Chair and the meeting being called to order there were then:

**PRESENT:** Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

**ABSENT:** None

**ALSO PRESENT:** Mr. Ron Huberman, Chief Executive Officer, Dr. Barbara Eason-Watkins, Chief Education Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Ron Huberman, Chief Executive Officer, gave a presentation on the Status of the Fiscal 2011 Budget. Ms. Alicia Winkler, Chief Human Capital Officer, gave a presentation on School Staffing Guidelines. Ms. Pat Taylor, Chief Facilities Officer, and Ms. Louise Esaias, Logistics Officer, gave a presentation on Nutrition Support Services.

Mr. Patrick J. Rocks, General Counsel, indicated that the Policy on the Code of Ethics for the Chicago Board of Education [10-0428-PO1] would be deferred.

Mr. Carrero presented the following Motion:

**10-0428-MO1**

**MOTION TO CLOSE**

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act; setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act; and pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act.

Dr. Butt moved to adopt Motion 10-0428-MO1

The Secretary called the roll and the vote was as follows:

**Yeas:** Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

**Nays:** None

President Richardson-Lowry thereupon declared Motion 10-0428-MO1 adopted.

**CLOSED SESSION  
RECORD OF CLOSED SESSION**

**The following is a record of the Board's Closed Session:**

- (1) The Closed Meeting was held on April 28, 2010, beginning at 2:25 p.m. at the Central Service Center, 125 South Clark Street, President's Conference Room, 6<sup>th</sup> Floor Chicago Illinois 60603.
- (2) PRESENT: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7
- (3) ABSENT: None
  - A. Other Reports
  - B. Warning Resolutions
  - C. Terminations
  - D. Personnel
  - E. Real Estate
  - F. Security

**No votes were taken in Closed Session.**

**After Closed Session the Board reconvened.**

**Members present after Closed Session: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7**

**Members absent after Closed Session: None**

**10-0428-AR2**

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM  
DYKEMA GOSSETT, PLLC**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Continued retention of the law firm Dykema Gossett, PLLC.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Dykema Gossett, PLLC to represent the Board in general litigation, consultation and strategy developments. Additional authorization for the firm's services is requested in the amount of \$15,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** Charge \$15,000.00 to Law Department- Legal and Supportive Service - Professional Services:  
Budget Classification Fiscal Year 2010 ..... 10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-P04), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**President Richardson-Lowry thereupon declared Board Report 10-0428-AR2 accepted.**

**10-0428-AR3**

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
AFRAHAM CLARK - PRO SE**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorized settlement of the Workers' Compensation claim of Afrahama Clark, Pro se and subject to the approval of the Illinois Commission, in the amount of **\$160,302.17**.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

**LSC REVIEW:** Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 ..... \$160,302.17

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-AR4**

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
JOSEPHINE GLOVER - 08 WC 34020**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorized settlement of the Workers' Compensation claim of Josephine Glover, Case No. 08 WC 34020 and subject to the approval of the Illinois Commission, in the amount of **\$75,209.51**

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

**LSC REVIEW:** Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 ..... \$75,209.51

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 10-0428-AR5

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR MAXINE JORDAN – 08 WC 54809

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Maxine Jordan, Case No. 08 WC 54809 and subject to the approval of the Illinois Commission, in the amount of \$63,791.00.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

**LSC REVIEW:** Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 ..... \$63,791.00

**PERSONNEL IMPLICATIONS:** None

#### GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 10-0428-AR6

### APPROVE PAYMENT OF JUDGMENT IN ROSALYN OLIAN (CASE NO. 06 C 370)

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING JUDGMENT:

**DESCRIPTION:** Pursuant to the judgment entered by Judge Pallmeyer dated March 22, 2010 in Case No. 06 C 370, Rosalyn Olian v. Board of Education of the City of Chicago, in which Olian claims attorneys' fees in connection with a federal jury trial under the Americans with Disabilities Act, the Board is ordered to pay Olian's attorney fees in the amount of \$184,360.75.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Affirmative Action review is not applicable to this report.

**FINANCIAL:** Charge \$184,360.75 to Law Department  
Budget Classification Fiscal Year 2010 ..... 12470-115-54530-23112200000

**AUTHORIZATION:** Authorize the General Counsel to execute the Judgment Order, and all ancillary documents related thereto.

**GENERAL CONDITIONS:**

**Inspector General** – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

**Indebtedness** – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics** – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-AR7**

**APPROVE SETTLEMENT OF EDUCATE ONLINE APPEAL OF  
ILLINOIS BOARD OF EDUCATION ADMINISTRATIVE PROCEEDING**

**THE GENERAL COUNSEL RECOMMENDS THE FOLLOWING:**

Approve a settlement with Educate Online ("EO," Supplemental Education Services provider) and the Illinois State Board of Education ("ISBE") in an administrative appeal filed by EO before ISBE relating to EO's status as an ISBE-approved SES provider for the Chicago Public Schools.

**ENTITY:** Educate Online  
5627 W.120th Street,  
Alsip, Illinois

**HISTORY:** ISBE issued a corrective action plan to EO for SES services in the 2008-2009 school year. A dispute arose between EO and CPS relating to unpaid invoices for services allegedly provided to certain students in the 2008-2009 school year. ISBE found EO non-compliant and removed EO from the state-approved list of providers for CPS. EO appealed and requested a stay of removal for the 2009-2010 school year, which ISBE granted subject to corrective action plan requirements. EO is in compliance with the corrective action plan for the current year. ISBE did not resolve any issues relating to EO's unpaid invoices.

**DESCRIPTION OF SETTLEMENT:** The Board, together with EO and ISBE, agree to resolve disputed issues relating to the corrective action plan for the 2008-2009 school year by an agreed consent order imposing a new corrective action plan with tighter controls, greater oversight, and specified action for EO's non-compliance. EO also releases and waives all claims against EO and ISBE in the 2008-2009 school year, including monetary claims based on the unpaid invoices. This settlement does not require any settlement payment by the Board.

**AUTHORIZATION:** Authorize the settlement and authorize the General Counsel to sign necessary agreed orders to complete the above-described settlement.

**LSC REVIEW:** Not applicable.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Not applicable.

**GENERAL CONDITIONS:**

**INSPECTOR GENERAL:** Each party to any agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**CONFLICTS:** The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

**INDEBTEDNESS:** The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

**ETHICS:** The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, is hereby incorporated into and made a part of the agreement.

**CONTINGENT LIABILITY:** The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-AR8**

**APPROVE SETTLEMENT IN PETRINA W. DUE PROCESS CLAIM (CASE NO. 08 C 3183)**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:**

**DESCRIPTION:** Following a Due Process Hearing litigated by the Board's Office of Specialized Services and resulting in an Order in which parents were prevailing parties on significant claims, and an administrative review litigated by the Board's Law Department in which the district court remanded the matter back to the Independent Hearing Officer for clarification, the parties entered into settlement in Case No. 08 C 3183, Petrina W. v. Board of Education of the City of Chicago. Following the due process hearing, Plaintiff filed suit in federal court under the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et. seq, for administrative review of the Order seeking additional damages and for costs and attorneys fees in connection with the underlying due process claim and federal litigation. This Board Report concerns attorneys' fees arising out of the due process hearing and subsequent federal lawsuit.

**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Affirmative Action review is not applicable to this report.

**FINANCIAL:** Charge \$167,500.00 to Law Department  
Budget Classification Fiscal Year 2010..... 12470-115-54530-231122-000000

**AUTHORIZATION:** Authorize the General Counsel to execute the Settlement, and all ancillary documents related thereto.

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**The Secretary called the roll and the vote was as follows:**

**Members present after Closed Session: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7**

**Nays: None**

**President Richardson-Lowry thereupon declared Board Reports 10-0428-AR3 through 10-0428-AR8 adopted.**

**10-0428-EX11**

**WARNING RESOLUTION – ROBERT SYLVAN  
TEACHER, ASSIGNED TO KELVYN PARK HIGH SCHOOL**

**TO THE CHICAGO BOARD OF EDUCATION**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Chicago Board of Education adopt a Warning Resolution for Robert Sylvan and that a copy of the Board Report and Warning Resolution be served upon Robert Sylvan.

<b>DESCRIPTION:</b>	Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to tenured teacher, Robert Sylvan, to inform him that he has engaged in unsatisfactory conduct.
	The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Robert Sylvan, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.
<b>LSC REVIEW:</b>	LSC review is not applicable to this report.
<b>AFFIRMATIVE ACTION REVIEW:</b>	None.
<b>FINANCIAL:</b>	This action is of no cost to the Board.
<b>PERSONNEL IMPLICATIONS:</b>	None.

**President Richardson-Lowry indicated that if there were no objections, Board Report 10-0428-EX11 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Richardson-Lowry thereupon declared Board Report 10-0428-EX11 adopted.**

#### **10-0428-EX12**

#### **APPROVE A FINDING THAT PUPILS ARE NON-RESIDENTS OF THE CITY OF CHICAGO NOT ENTITLED TO ATTEND THE CHICAGO PUBLIC SCHOOLS ON A TUITION-FREE BASIS**

##### **THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That, the Chicago Board of Education: (a) adopt the February 23, 2009 findings of the Office of the Inspector General that (i) pupils (ID #45300633) and (ID #45300536) were non-residents of the City of Chicago not entitled to attend the Chicago Public Schools on a tuition-free basis; and (ii) the pupils' parent, as the person who enrolled the pupils, is indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools from September 2007 to February 2009 in the total amount of \$26,258.01; (b) reject any objections by the parent to the Office of the Inspector General's findings; (c) bar the pupils from attending the Chicago Public Schools unless the required tuition is paid for the pupils; and (d) direct Accounts Payable to issue an invoice to the parent in the amount of \$26,258.01.

##### **DESCRIPTION:**

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-17 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupil, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If, after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district unless the required tuition is paid for the pupil. However, pursuant to Board Rule 5-17, non-resident pupils may not attend the Chicago Public Schools' magnet program, regional gifted centers, community academies, specialty schools, international baccalaureate preparatory programs, international baccalaureate programs or selective enrollment high schools.

On June 22, 2009, the pupils' parent, as the person who enrolled the pupil, was notified, by regular and certified mail (return receipt requested) of: the Board's determinations of the pupils' non-residency in the City of Chicago and the amount of tuition owed for the pupils' attendance in the Chicago Public Schools; and of her right to request a hearing to challenge the Board's determination within ten (10) days of receipt of the notification. As of April 28, 2010, they have failed to request a hearing.

**LSC REVIEW:** LSC review is not applicable to this report.

**AFFIRMATIVE**

**ACTION REVIEW:** Affirmative action review is not applicable to this report

**FINANCIAL:**

If the pupils are found to have been non-residents during any time the pupils attended the Chicago Public Schools, the person who enrolled the pupils shall be charged tuition for that time.

**PERSONNEL**

**IMPLICATIONS:** None.

**10-0428-EX13**

**APPROVE A FINDING THAT PUPIL IS A NON-RESIDENT OF THE CITY OF CHICAGO  
NOT ENTITLED TO ATTEND THE CHICAGO PUBLIC SCHOOLS ON A TUITION-FREE BASIS**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That, the Chicago Board of Education. (a) adopt the September 3, 2009 findings of the Law Department's Investigations Unit that (i) the pupil (ID #38458620) was a non-resident of the City of Chicago not entitled to attend the Chicago Public Schools on a tuition-free basis; and (ii) the pupil's parent, as the person who enrolled the pupil, is indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools from September 2007 to June 2009 in the total amount of \$17,505.34; (b) reject any objections by the parent to the Law Department's Investigations Unit's findings; (c) bar the pupil from attending the Chicago Public Schools unless the required tuition is paid for the pupil; and (d) direct Accounts Payable to issue an invoice to the parents in the amount of \$17,505.34.

**DESCRIPTION:**

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-17 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupil, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If, after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district unless the required tuition is paid for the pupil. However, pursuant to Board Rule 5-17, non-resident pupils may not attend the Chicago Public Schools' magnet program, regional gifted centers, community academies, specialty schools, international baccalaureate preparatory programs, international baccalaureate programs or selective enrollment high schools.

On September 16, 2009, the pupil's parent, as the person who enrolled the pupil, was notified, by regular and certified mail (return receipt requested) of: the Board's determinations of the pupil's non-residency in the City of Chicago and the amount of tuition owed for the pupil's attendance in the Chicago Public Schools; and of her right to request a hearing to challenge the Board's determination within ten (10) days of receipt of the notification. As of April 28, 2010, they have failed to request a hearing.

**LSC REVIEW:** LSC review is not applicable to this report.

**AFFIRMATIVE**

**ACTION REVIEW:** Affirmative action review is not applicable to this report.

**FINANCIAL:**

If the pupil is found to have been a non-resident during any time the pupil attended the Chicago Public Schools, the person who enrolled the pupil shall be charged tuition for that time.

**PERSONNEL**

**IMPLICATIONS:** None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0428-EX12 and 10-0428-EX13 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0428-EX12 and 10-0428-EX13 adopted.

10-0428-EX14

**REMOVE AND REPLACE THE PRINCIPAL OF LANGSTON HUGHES ELEMENTARY SCHOOL  
AND TERMINATE THE PRINCIPAL'S CONTRACT**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the principal of Langston Hughes Elementary School (Earl Ware) be removed and replaced pursuant to Section 34-8.3(d) of the Illinois School Code and that his contract be terminated pursuant to Section V of the Board's Uniform Principal's Performance Contract.

**DESCRIPTION:**

**I. Legal Framework**

The 1995 Amendatory Act of the Illinois School Code grants the Chief Executive Officer of the Chicago Public Schools ("CEO") the authority to place schools on probation to correct deficiencies in their academic performance (105 ILCS 5/34-8.3). The Illinois School Code further grants the Chicago Board of Board ("Board") the authority to establish guidelines to determine the factors for placing an attendance center on probation. 105 ILCS 5/34-8.3(b)(4).

Pursuant to that authority, the Board adopted the "School Performance, Remediation and Probation Policy for the 2009-2010 School Year," (Board Report 09-0624-PO1) (hereinafter "probation policy") and as a result, Langston Hughes Elementary School remained on probation in accord with the terms of that policy.

The School Code provides that when a school on probation fails to make adequate progress to correct deficiencies within one year, the CEO, with the approval of the Board and after an opportunity for a hearing, may remove and replace the school's principal. 105 ILCS 5/34-8.3(d)(1). Pursuant to Section V of the Board's Uniform Principal's Performance Contract, a principal's contract may be terminated before the expiration of its four-year term based upon the principal's removal pursuant to Section 34-8.3(d).

**II. Hearing on Principal Removal**

Pursuant to the "Guidelines for the Removal and Replacement of Principals of Schools on Probation for the 2009-2010 School Year" and the "Procedures Governing Principal Removal Hearings", Earl Ware, Langston Hughes Elementary School's principal, and the Langston Hughes Elementary School Local School Council were duly notified that the CEO was contemplating the removal of Earl Ware as principal pursuant to Section 34-8.3(d) to further the school's educational improvement. Mr. Hubert Thompson, Esq., an independent hearing officer, presided over the Langston Hughes Elementary School principal removal hearing on March 25, 2010, in an efficient and impartial manner.

The Law Department, representing the CEO, presented the Area 16 Chief Area Officer, the Director of Performance Policy and the Director of Asset Management, the Director of Least Restrictive Environment Monitored Programs for the Office of Specialized Services, as well as evidence to support the CEO's recommendation to remove Earl Ware as Langston Hughes Elementary School's principal to the hearing officer. Earl Ware also presented witnesses and evidence to the hearing officer for his consideration.

The hearing officer has submitted a written report to the CEO summarizing all relevant evidence offered during the hearing, making findings of fact, and recommending the removal of Earl Ware as the principal of Langston Hughes Elementary School.

**III. Chief Executive Officer's Recommendation**

The Chief Executive Officer has reviewed the Hearing Officer's findings of fact and recommendation and hereby recommends that Earl Ware be removed and replaced as the principal of Langston Hughes Elementary School effective April 28, 2010. The CEO further recommends that Earl Ware's current Uniform Principal's Performance Contract, with a term beginning July 1, 2006, and ending June 30, 2010, be terminated effective April 28, 2010. These recommendations are based upon the following factors, and other factors identified during the March 25, 2010 hearing:

- On state tests, Hughes' scores have been consistently low and, as a result, it is currently on Probation in accordance with the CPS Performance Policy and has been on Probation for the past five (5) years. Hughes' Value-Added Scores in Reading and Math show that the students at Hughes are growing at a lesser pace than similar students in the District. Furthermore, the attendance rate for Hughes has been consistently lower than the District average and has declined over time.
- The Illinois State Board of Education ("ISBE") has been monitoring Hughes for not being in compliance with the Individuals with Disabilities in Education Act since the 2000-2001 school year. During Earl Ware's principalship at Hughes, ISBE placed Hughes on "Sanction Status," which meant that the school had to develop a Prescribed Correction Active Plan ("PCAP") to cure existing deficiencies. Despite receiving support from the central and area offices, Earl Ware failed to cure the deficiencies and ISBE determined that they would make the unprecedented recommendation of removing Hughes from "Sanction Status" and placing the school directly on

"Probation." If Hughes is placed on "Probation" Hughes will have one year to cure existing deficiencies. If the deficiencies are not corrected within one year, Hughes Elementary School will be ineligible to receive state funding under ILCS 5/18-8.05(A)(3)(a) and will be effectively closed by ISBE.

- Earl Ware failed to adhere to the Board's Student Travel Policy concerning an overseas trip to Japan during the 2008-2009 school year involving fifteen (15) elementary school students and five (5) chaperones. Mr. Earl Ware missed the e-application deadline; did not register the trip with the United States Department of State until less than a week before the scheduled date of departure; did not provide proof of travel insurance until after the students had already left on the trip; and he did not ensure that all chaperones were qualified to be on the trip before submitting the application. In fact, Mr. Ware allowed the trip to go forward even though the trip had not been approved by the Board.

If the Board adopts the Chief Executive Officer's recommendation to remove the Langston Hughes Elementary School's principal, the following actions will occur:

1. The Chief Executive Officer will appoint an interim principal for Langston Hughes Elementary School, based upon the recommendations of the Chief Education Officer. The interim principal will serve at the pleasure of the Chief Executive Officer; and
2. The Langston Hughes Elementary School Local School Council shall have no authority to select a new four-year contract principal until Hughes makes sufficient academic progress to be removed from probation as required by the Board's probation policy

**LSC REVIEW:** LSC approval is not applicable to this report.

**FINANCIAL:** The interim principal position will be filled at a cost within current budget appropriations.

**PERSONNEL IMPLICATIONS:** An Interim Principal will be selected, who will serve at the pleasure of the Chief Executive Officer. Until the school comes off probation, the Local School Council of Langston Hughes Elementary School will have no authority to select a new four-year contract principal.

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0428-EX14 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-0428-EX14 adopted.

10-0428-RS8

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE REMOVAL AND REPLACEMENT OF THE PRINCIPAL OF LANGSTON HUGHES  
ELEMENTARY SCHOOL AND THE TERMINATION OF THE PRINCIPAL'S CONTRACT**

**WHEREAS**, the Illinois School Code grants the Board authority to establish guidelines to determine the factors for placing an attendance center on probation (105 ILCS 5/34-8.3(b));

**WHEREAS**, pursuant to that authority, the Board adopted the "School Performance, Remediation and Probation Policy for the 2009-2010 School Year," (Board Report 09-0624-PO1) in June 2009.

**WHEREAS**, pursuant to said policy, Langston Hughes Elementary School was placed on probation for the 2009-2010 school year with the school having been on probation since the 2005-2006 school year.

**WHEREAS**, the Illinois School Code further provides that when a probation school fails to make adequate progress to correct deficiencies within one year, the Chief Executive Officer, with the approval of the Board and after an opportunity for a hearing, may remove and replace the probation school's principal (105 ILCS 5/34-8.3(d));

**WHEREAS**, pursuant to Section V of the Board's Uniform Principal's Performance Contract, a principal's contract may be terminated before the expiration of its four-year term based upon the principal's removal pursuant to Section 5/34-8.3(d);

**WHEREAS**, a hearing was held on March 25, 2010, to consider whether the principal of Langston Hughes Elementary School, Earl Ware, should be removed due to the school's failure to make adequate progress in correcting its academic deficiencies;

**WHEREAS**, an independent hearing officer has submitted a written report to the Chief Executive Officer summarizing all relevant evidence offered during the hearing, making findings of fact and recommending the removal of the Langston Hughes Elementary School principal;

**WHEREAS**, the Chief Executive Officer has reviewed the Hearing Officer's findings of fact and recommendation and has recommended that Earl Ware be removed and replaced as the principal of Langston Hughes Elementary School and that Earl Ware's four-year principal's contract, with an effective date of July 1, 2006, be terminated;

**WHEREAS**, Earl Ware did contest his removal as principal of Langston Hughes Elementary School, and

**WHEREAS**, it is the opinion of the Board of Education of the City of Chicago that it is in the best interests of the Chicago Public Schools to remove and replace Earl Ware as principal of Langston Hughes Elementary School and to terminate Earl Ware's principal's contract;

**NOW THEREFORE**, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering the recommendation of the CEO, as well as the supporting findings of fact and recommendation of the hearing officer, and after a thorough review of the entire record of the principal removal hearing, that the Board of Education of the City of Chicago adopts the findings of the hearing officer and accepts the recommendation of the Chief Executive Officer.

Section 2: That Earl Ware be removed and replaced as principal of Langston Hughes Elementary School and his principal's contract be terminated effective April 28, 2010.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on April 28, 2010.

**10-0428-RS9**

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE DISMISSAL OF PATRICIA ADKINS, TENURED TEACHER,  
ASSIGNED TO PARKSIDE COMMUNITY ACADEMY**

**WHEREAS**, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Lawrence Cohen, appointed by the Illinois State Board of Education; and,

**WHEREAS**, after the conclusion of the dismissal hearing afforded Patricia Adkins, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Patricia Adkins; and,

**WHEREAS**, the Board of Education of the City of Chicago has reviewed the post-hearing briefs, hearing transcript, and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of the hearing officer regarding the dismissal charges preferred against Patricia Adkins; and,

**WHEREAS**, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for her dismissal; and,

**WHEREAS**, it is the opinion of the Board of Education of the City of Chicago that Patricia Adkins be dismissed;

**NOW THEREFORE**, be it resolved by the Board of Education of the City of Chicago, as follows:

Section 1: After considering the hearing officer's findings of fact, conclusions of law, and recommendation, and after a thorough review of the entire record of the dismissal hearing, the Board of Education of the City of Chicago adopts the recommendation of the hearing officer.

Section 2: Patricia Adkins is hereby dismissed from her employment with the Board of Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption.

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on April 28, 2010.

**10-0428-RS10**

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE DISMISSAL OF PAMELA LUGG, TENURED TEACHER,  
ASSIGNED TO BETSY ROSS ELEMENTARY SCHOOL**

**WHEREAS**, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Vicki Peterson Cohen, appointed by the Illinois State Board of Education; and

**WHEREAS**, after the conclusion of the dismissal hearing afforded Pamela Lugg, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Pamela Lugg; and

**WHEREAS**, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Cohen regarding the dismissal charges preferred against Pamela Lugg; and

**WHEREAS**, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Cohen's recommendation, and

**WHEREAS**, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for Pamela Lugg's dismissal; and

**WHEREAS**, it is the opinion of the Board of Education of the City of Chicago that Pamela Lugg be dismissed;

**NOW THEREFORE**, be it resolved by the Board of Education of the City of Chicago, as follows

**Section 1:** After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago adopts the recommendation of the hearing officer, except for the following corrections or clarifications:

- i. We find that J.W. heard Lugg "whip" student T in the bathroom (H.O. opinion and order pg. 11);
- ii. We correct the hearing officer's recommendation to make clear that the CEO, not Board counsel, files dismissal charges against tenured teachers (H.O. opinion and order pg. 12), and
- iii. We correct a typographical error to clarify that Lugg engaged in "corporal" punishment, not "corporate" punishment (H.O. opinion and order pg. 13).

**Section 2:** Pamela Lugg is hereby dismissed from her employment with the Board of Education of the City of Chicago.

**Section 3:** This Resolution shall take full force and effect upon its adoption

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on April 28, 2010.

10-0428-RS11

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE DISMISSAL OF VERONICA WALTON, TENURED TEACHER,  
FORMERLY ASSIGNED TO SIMEON CAREER ACADEMY HIGH SCHOOL**

**WHEREAS**, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Neal Rosenfeld, appointed by the Illinois State Board of Education; and

**WHEREAS**, after the conclusion of the dismissal hearing afforded Veronica Walton, the hearing officer made written findings of fact and conclusions of law, and recommended the reinstatement of Veronica Walton; and

**WHEREAS**, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Rosenfeld regarding the dismissal charges preferred against Veronica Walton; and

**WHEREAS**, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Rosenfeld's recommendation, and

**WHEREAS**, it is the opinion of the Board of Education of the City of Chicago that Veronica Walton be dismissed;

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows.

**Section 1:** After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago rejects the recommendation of the hearing officer, as detailed in the Board's Opinion and Order adopted under separate cover.

**Section 2:** Veronica Walton is hereby dismissed from employment with the Board of Education of the City of Chicago.

**Section 3:** This Resolution shall take full force and effect upon its adoption.

THEREFORE, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on April 28, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

**10-0428-RS12**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION  
TO DISMISS EDUCATIONAL SUPPORT PERSONNEL**

WHEREAS, on April 12, 2010, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

<b>Name</b>	<b>School</b>	<b>Effective Date</b>
Cusandra Goodman	Kanoon Elementary School	April 28, 2010
Dori Sauceda	Brain Piccolo Specialty School	April 28, 2010
Perry E. Singleton	Walt Disney Magnet School	April 28, 2010
Myra Washington	Barton Elementary School	April 28, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel's of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel's.
3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

**10-0428-RS13**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION  
TO DISMISS PROBATIONARY APPOINTED TEACHERS**

WHEREAS, on April 12, 2010, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

<b>Name</b>	<b>School</b>	<b>Effective Date</b>
Yetunde Awolola	Hirsh High School	April 28, 2010
Amy Grossman	John Foster Dulles School	April 28, 2010
Nakia Hall	Daniel S Wentworth School	April 28, 2010
Lamont Holifield	Hope College Prep High School	April 28, 2010

Michael Lewis	Christian Fenger Academy	April 28, 2010
Kelly D. Longmire	Edward F Dunne School	April 28, 2010
Andrew Martin	Enrico Fermi School	April 28, 2010
Rochelle Whitehorn	Ronald E McNair Academic Center	April 28, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
3. The Chief Executive Officer or designee shall notify the above-named probationary appointed teachers of their dismissal.

**The Secretary presented the following Statement for the Public Record:**

I would like to note for the record that on April 12, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons for his recommendation. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

10-0428-RS14

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION  
TO DISMISS/NON-RENEW PROBATIONARY APPOINTED TEACHERS AT THE END OF THE  
2009-2010 SCHOOL YEAR**

WHEREAS, on April 19, 2010, the Chief Executive Officer recommended that the Board dismiss or non-renew probationary appointed teachers at the end of the 2009-2010 school year and has provided a reason for this recommendation with respect to each of those probationary appointed teachers.

NOW, THEREFORE, BE IT RESOLVED,

1. The Board accepts the Chief Executive Officer's recommendation and dismisses probationary appointed teachers identified in the Chief Executive Officer's April 19, 2010 recommendation, which recommendation is on file with the Board Secretary, effective at the end of the 2009-2010 school year
2. The Chief Executive Officer will deliver notices of dismissal or non-renewal to the affected probationary appointed teachers listed after adoption of this Resolution.
3. Pursuant to the collective bargaining agreement between the Board and the Chicago Teachers Union (approved in Board Report #07-0926-EX8):
  - a. Said probationary appointed teachers shall be dismissed effective at the end of the 2009-2010 school year.
  - b. Health and dental benefits for probationary appointed teachers who will receive notice of non-renewal from the Chief Executive Officer are extended to August 31, 2010, provided that the probationary appointed teacher makes required employee contributions.
  - c. Probationary appointed teachers who receive notice of non-renewal pursuant to this resolution, but who are reappointed within ten (10) school months of their non-renewal, shall not suffer a break in service for purposes of attaining tenure.

I would like to note for the record that on April 19, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(a) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers will be notified of their dismissal as soon as practicable after adoption of the Board resolution.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0428-RS8 through 10-0428-RS14 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0428-RS8 through 10-0428-RS14 adopted.

**Unfinished Business from February 24, 2010.**

**10-0224-EX5**

**WITHDRAWN**

**RELOCATE GEORGE W. TILTON ELEMENTARY SCHOOL, CONSOLIDATE GUGLIELMO MARCONI ELEMENTARY SCHOOL INTO GEORGE W. TILTON ELEMENTARY SCHOOL AND ADJUST THE ATTENDANCE AREA FOR THE CONSOLIDATED SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That effective June 30, 2010, the Chicago Board of Education will (1) relocate George W. Tilton Elementary School (Unit 6210, School ID 610202) ("Tilton School"), located at 223 North Keeler Avenue, Chicago, Illinois to 230 North Kolmar Avenue, Chicago, Illinois; (2) consolidate Guglielmo Marconi Elementary School (Unit 6590, School ID 610241) ("Marconi School"), located at 230 North Kolmar Avenue, Chicago, Illinois, into Tilton School at 230 North Kolmar Avenue, Chicago, Illinois ("Kolmar Building"), and adjust the attendance area for the consolidated school. Students currently attending Marconi School and not expected to graduate at the end of the current school year will be transferred to Tilton School.

The Chief Executive Officer's proposal to establish the newly consolidated school as a magnet school effective July 1, 2010 will be presented to the Board in a separate Board Report.

**DESCRIPTION:**

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, and the Board of Education's Policy on the Consolidation of Schools 05-1221-PO1, the Chief Executive Officer of the Chicago Public Schools ("CEO") may recommend to the Board of Education, following a public hearing, changes to attendance area boundaries and the consolidation of schools.

Beginning January 19, 2010, the CEO's designee provided notice of a public hearing regarding his proposal to (1) relocate Tilton School into the Kolmar Building, (2) consolidate Marconi School into Tilton School at the Kolmar Building due to under-enrollment, and (3), establish the newly consolidated school as a magnet school with an attendance area boundary that combines the attendance area boundaries formerly belonging to Tilton School and Marconi School. The public hearing was scheduled for February 3, 2010 at 5:30 p.m. at 125 South Clark Street, 5<sup>th</sup> Floor, Board Chambers, Chicago, Illinois.

On January 27, 2010, members of the public were afforded an opportunity to provide public comment to the members of the Board at the Board's regular January 27, 2010 meeting, which was held pursuant to a published notice.

On February 3, 2010, the CEO, through his appointed Hearing Officer, Ed Santiago, Esq. convened a public hearing to receive public comment on his three-part proposal outlined above. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until February 4, 2010, at 5:00 p.m., to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Santiago issued a report and recommendation to the CEO in which he recommended that the CEO proceed with his proposal to (1) relocate Tilton School into the Kolmar Building, (2) consolidate Marconi School into Tilton School at the Kolmar Building due to under-enrollment; and (3), establish the newly consolidated school as a magnet school with an attendance area boundary that combines the attendance area boundaries formerly belonging to Tilton School and Marconi School.

On February 24, 2010, members of the public were afforded an opportunity to provide public comment to members of the Board at the Board's regular February 24, 2010 meeting, which was held pursuant to a published notice.

After reviewing public comments and the hearing officer's report, the CEO determined to proceed in recommending that the Board (1) relocate Tilton School into the Kolmar Building, (2) consolidate Marconi School into Tilton School at the Kolmar Building due to under-enrollment, and establish the newly consolidated school's attendance area boundary that combines the attendance area boundaries formerly

belonging to Tilton School and Marconi School as described below. In making these recommendations, the CEO considered the availability of space at the Kolmar building, which is in close proximity to the current Tilton School building. These changes are to be effective July 1, 2010.

**Adjust Attendance Area Boundaries for Tilton School  
(Unit 6210, School ID 610202)**

Effective July 1, 2010, Kindergarten through Eighth Grade:

Beginning at Kilpatrick Avenue and Lake Street

- East to Belt RR (at Kenton Avenue)
- North to the Union Pacific RR
- East to Pulaski Road
- South to Lake Street
- Southeast to Hamlin Boulevard
- South to Madison Street
- West to Pulaski Road
- South to Monroe Street
- West to Keeler Avenue
- North to Madison Street
- West to Kildare Avenue
- North to Washington Boulevard
- West to Kilpatrick Avenue
- North to Starting Point

**FINANCIAL:** None

**LSC IMPLICATIONS:** Pursuant to the School Consolidation Policy, the Local School Council at Marconi School will be dissolved July 1, 2010 upon the consolidation of Marconi School and Tilton School. Local School Council elections are being held in April 2010. Those eligible to run for election at Tilton and those eligible to run at Marconi may run in April 2010 for the Local School Council for the newly consolidated school.

**PERSONNEL IMPLICATIONS:** These schools will be staffed according to the ratios in the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union

**Board Report 10-0224-EX5 was withdrawn.**

**10-0428-RS1**

**FINAL**

**RESOLUTION PROVIDING FOR THE ISSUE OF UNLIMITED TAX  
GENERAL OBLIGATION BONDS (DEDICATED REVENUES), SERIES 2010, OF  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN  
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$700,000,000,  
FOR THE PURPOSE OF PAYING PART OF THE COST OF CERTAIN  
CAPITAL IMPROVEMENTS IN AND FOR SAID BOARD**

WHEREAS, pursuant to the provisions of Article 34 of the School Code of the State of Illinois, as amended (the "School Code"), the City of Chicago, having a population exceeding 500,000, constitutes one school district (the "School District"), which is a body politic and corporate by the name of the "Board of Education of the City of Chicago" (the "Board"); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the "School Board"); and

WHEREAS, the School Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to construct, acquire and equip school and administrative buildings, site improvements and other real and personal property in and for the School District (the "Project"), all in accordance with the estimates of cost, including the Board's Capital Improvement Program, as heretofore approved and from time to time amended by the Board, and

WHEREAS, for the purpose, among others, of providing funds to pay a portion of the cost of the Project and of refunding certain obligations of or issued on behalf of the Board and in accordance with the provisions of the Local Government Debt Reform Act, as amended, of the State of Illinois (the "Act"), the School Board, on July 22, 2009, adopted a resolution (the "2009 Authorization") authorizing the issuance of alternate bonds in an aggregate principal amount not to exceed \$2,300,000,000 (the "2009 Authorization Bonds") and payable from any and all of the following revenue sources: (i) not more than \$300,000,000 of the State Aid payments to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or replacement act as may be enacted in the future, (ii) amounts allocated and paid to the Board from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended by the Board pursuant to Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any intergovernmental agreement by and between the School District and the City (including, but not limited to, tax increment financing), (v) school construction project or debt service grants to be paid to the Board pursuant to the School Construction Law of the State of Illinois or such successor or replacement act as may be enacted in the future, (vi) investment returns and earnings from funding obligations or investments of the Board and the investment of any of the foregoing sources, (vii) rental income derived from Board property, and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof (collectively, the "Pledged Revenues"); and

WHEREAS, pursuant to and in accordance with the Act and the 2009 Authorization, the Board has caused to be published on July 28, 2009 in the *Chicago Sun Times*, a newspaper of general circulation within the School District, a copy of the 2009 Authorization and a notice that the Alternate Bonds are subject to a "*back-door referendum*" under the Act; and

WHEREAS, no petition asking that the issuance of the 2009 Authorization Bonds be submitted to referendum has ever been filed with the Secretary of the Board and the 2009 Authorization Bonds are authorized to be issued; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Board called a public hearing (the "Hearing") for August 26, 2009, concerning the intent of the Board to sell up to \$2,300,000,000 of the 2009 Authorization Bonds; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Chicago Sun-Times*, the same being a newspaper of general circulation in the School District, and by posting a copy of the notice at least forty-eight (48) hours before the Hearing at the principal office of the Board; and

WHEREAS, the Hearing was held on August 26, 2009 and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on August 26, 2009, and

WHEREAS, the Board has previously issued its Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2010A in the original aggregate principal amount of \$48,910,000, and its Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2010B in the original aggregate principal amount of \$157,055,000 pursuant to the 2009 Authorization (the "Prior 2009 Authorization Bonds"); and

WHEREAS, the Bonds authorized hereunder together with the Prior 2009 Authorization Bonds shall not exceed \$2,300,000,000; and

WHEREAS, pursuant to Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and Internal Revenue Service Notice 2010-17 ("Notice 2010-17"), the Board, as a *large local educational agency*, received an allocation of the national qualified school construction bond limitation for calendar year 2010 in the amount of \$ 257,127,000; and

WHEREAS, the Board may receive from the State of Illinois an allocation of qualified school construction bond limitation (the "2010 State QSCB Allocation"), which amount is a portion of the national qualified school construction bond limitation provided to the State of Illinois for calendar year 2010; and

WHEREAS, the Board is currently authorized to issue "Qualified School Construction Bonds" (the "QSCBs") in the amount of \$257,127,000, and will, upon receipt of any allocation from the State as described in the prior paragraph, be authorized to issue QSCBs in an aggregate principal amount equal to the sum of: (i) \$257,127,000 plus (ii) the 2010 State QSCB Allocation (collectively, the "2010 QSCB Authorization"); and

WHEREAS, the Board desires at this time, pursuant to the 2009 Authorization, to adopt this Resolution providing for the issuance of Alternate Bonds in an amount not to exceed \$700,000,000 for the purpose of paying (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) capitalized interest on such bonds, and (iii) costs of issuance of such bonds, including the cost of bond insurance or other credit enhancement, all on the terms and conditions set forth in this Resolution; and

WHEREAS, the Alternate Bonds to be issued pursuant to this Resolution in accordance with the 2009 Authorization are herein referred to as the "Bonds"; and

WHEREAS, the Bonds may be issued from time to time in one or more series (each, a "Series"); and

WHEREAS, the Bonds of each such Series will be payable from (i) such of the Pledged Revenues as shall be determined by a Designated Official (as hereinafter defined) at the time of sale of such Bonds; and (ii) the ad valorem taxes levied or to be levied against all of the taxable property in the School District without limitation as to rate or amount pursuant to Section 3 of this Resolution (the "Pledged Taxes"), for the purpose of providing funds in addition to the Pledged Revenues and investment earnings thereon to pay the principal of and interest on the Bonds, and

WHEREAS, the Bonds of each Series will be issued under and secured by a Trust Indenture (each, an "Indenture") between the Board and such bank, trust company or national banking association appointed to serve as trustee under the Indenture as provided in Section 2(a) hereof (the "Trustee"); and

WHEREAS, the Bonds will be further secured by the Funds, Accounts and Sub-Accounts established and pledged pursuant to the applicable Indenture, and

WHEREAS, the Board may elect to pay the debt service on the Bonds from time to time in the future from certain interest income, certain property tax revenues and other budgetary sources and in accordance with Section 13 of the Act, the Board may elect to pledge additional moneys of the Board, which may be deposited into one or more special funds of the Board, to pay the debt service on the Bonds; and

WHEREAS, the Pledged Revenues, with the possible exception of the rental income derived from Board property and of certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof as described above, constitute a "governmental revenue source" pursuant to the Act; and

WHEREAS, the Board has determined that the Pledged Revenues, together with estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, will provide in each year an amount not less than 1.10 times annual debt service on the Bonds to be paid from such governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from any rental income derived from Board property and from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source as described in the prior paragraph, which determination is supported either by the audit of the School District for the most recent fiscal year ending not earlier than 18 months previous to the time of issuance of the Bonds, currently the fiscal year ended June 30, 2009 (the "Audit") or is alternatively supported by the report of a feasibility analyst with a national reputation for expertise applicable to such revenue source (the "Feasibility Report"), demonstrating the projected sufficiency of the Pledged Revenues to provide the School District with revenues, including without limitation amounts available to the School District in later years and estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, in an amount not less than 1.10 times annual debt service on the Bonds to be paid from governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from rental income derived from Board property or from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source which Audit the Board has heretofore accepted and approved and which Feasibility Report shall be accepted and approved on behalf of the Board by the Chief Financial Officer (as defined herein) prior to the issuance of any Bonds supported by a revenue source not supported by the Audit; and

WHEREAS, the Bonds of a Series may be sold: (i) to an underwriter or a group of underwriters (the "Underwriters") to be designated by the Chief Financial Officer of the Board (the "Chief Financial Officer") with respect to one or more Series of the Bonds pursuant to a separate Contract of Purchase (each, a "Bond Purchase Agreement") between the Underwriters and the Board, (ii) in a private placement with an individual investor or group of investors to be designated by the Chief Financial Officer (the "Placement Purchasers") with respect to one or more Series of the Bonds pursuant to a separate Placement Agreement between the Placement Purchasers and the Board or other similar agreement for

the sale and purchase of the Bonds (each, a "Placement Agreement") or (iii) following distribution of a Notice of Sale and a competitive bidding process, to a bidder or syndicate submitting an offer to purchase one or more Series of the Bonds determined by the Chief Financial Officer to be in the best financial interest of the Board (the "Competitive Purchasers" and, together with the Underwriters and the Placement Purchasers being referred to herein as the "Purchasers") pursuant to an agreement between the Competitive Purchasers and the Board (each, a "Competitive Sale Agreement" and, together with the Bond Purchase Agreement and the Placement Agreement, a "Purchase and Sale Agreement"); and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and to approve and to authorize and direct the sale of the Bonds pursuant to one or more of the methods described above, together with the execution of the Indentures, the Purchase and Sale Agreements and certain other agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds:

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

1. *Incorporation of Preambles.* The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

2. *Issuance of Bonds.* (a) There shall be authorized the borrowing on the credit of and for and on behalf of the Board the aggregate principal amount of not to exceed \$700,000,000 for the purpose of paying (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) capitalized interest on the Bonds (but only as and to the extent permitted by applicable law), and (iii) costs of issuance of the Bonds, including the cost of bond insurance or other credit enhancement; and the Bonds may be issued from time to time, in one or more Series, in said aggregate principal amount, or such lesser aggregate principal amounts, as may be determined by either the President of the School Board or the Chief Financial Officer (each, a "Designated Official"). The Bonds of each Series shall be designated "*Unlimited Tax General Obligation [Refunding] Bonds (Dedicated Revenues), Series 2010\_*." with such additions, modifications or revisions as shall be determined to be necessary by either of the Designated Officials at the time of the sale of such Bonds to reflect the year in which such Bonds are issued, the order of sale of such Bonds, whether such Bonds are Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds, Variable Rate Bonds, Build America Bonds or QSCBs (each as defined herein) and any other authorized features of such Bonds determined by either of the Designated Officials as desirable to be reflected in the title of the Bonds being issued and sold as part of such Series. The Designated Officials are each hereby authorized to appoint a Trustee for each Series of the Bonds so issued; provided, that such Trustee shall be a bank, trust company or national banking association doing business and having a corporate trust office in the State of Illinois and having capital and undivided surplus aggregating at least \$15,000,000 or shall be a wholly owned subsidiary of such an entity. The Bonds of each Series shall be issued and secured pursuant to the terms of an Indenture (i) authorizing Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds (a

"Fixed Rate Indenture") or (ii) authorizing Variable Rate Bonds (a "Variable Rate Indenture"). Each of the Designated Officials is hereby authorized to execute and deliver, and the Secretary is hereby authorized to attest, each Fixed Rate Indenture or Variable Rate Indenture on behalf of the Board, each such Indenture to be in substantially the respective form executed and delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues of Alternate Bonds secured by some or all of the Pledged Revenues, but with such changes therein as shall be within the authorizations granted by this Resolution as shall be approved by the Designated Official executing the same with such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of any changes or revisions therein from the respective forms of Fixed Rate Indenture and Variable Rate Indenture authorized hereby.

The details of the sale of the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to **Section 4(e)** hereof and all provisions relating to the authorized denomination, registration, transfer and redemption of such Bonds, within the limitations set forth herein, shall be set forth in each Indenture executed and delivered by a Designated Official as described herein.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each Series of the Bonds, the Board hereby pledges the Pledged Revenues to the payment thereof, and the Board covenants and agrees to provide for, collect and apply such Pledged Revenues, together with investment earnings thereon and moneys held in the funds and accounts pursuant to each Indenture, to the payment of the Bonds and the Prior 2009 Authorization Bonds and the provision of an additional .10 times annual debt service, in the case of Bonds to be paid from a governmental revenue source, or an additional .25 times annual debt service, in the case of Bonds to be paid from rental income derived from Board property or from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source. The determination of the sufficiency of the Pledged Revenues and estimated investment earnings pursuant to this paragraph (b) is supported by the Audit or the Feasibility Report, as applicable, and acceptance of the Audit by the Board and of the Feasibility Report by the Chief Financial Officer, on behalf of the Board, shall constitute conclusive evidence that the conditions of Section 15 of the Act have been met. Each of the Designated Officials is authorized to allocate all or a portion of the Pledged Revenues to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each Series of the Bonds and the Indenture pursuant to which such Series of Bonds is issued and the notification of sale of such Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** hereof shall identify the specific Pledged Revenues allocated to such Series. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues and investment earnings as described herein, from the levy of the Pledged Taxes as provided in the Act and as set forth below.

(c) All or any portion of the Bonds may be issued as bonds payable in one payment on a fixed date (the "Capital Appreciation Bonds") Any Bonds issued as Capital Appreciation Bonds shall

be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the "Maturity Amount") of \$5,000 or any integral multiple thereof. As used herein, the "Compound Accreted Value" of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond.

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying interest semiannually (the "Current Interest Bonds"). The Current Interest Bonds shall be dated such date as shall be agreed upon by a Designated Official and the purchasers of the Current Interest Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof, and shall be numbered as determined by the Trustee. Current Interest Bonds shall include any Bonds issued as Build America Bonds (as described below).

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the "Convertible Bonds") at such time following the initial issuance as shall be approved by a Designated Official. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Current Interest Bonds. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be contained in the Fixed Rate Indenture executed and delivered by a Designated Official at the time of sale of such Convertible Bonds.

All or any portion of the Bonds may be issued as bonds bearing interest at variable rates adjustable and payable from time to time, including, but not limited to, bonds bearing interest at variable rates that are adjusted and reset from time to time (i) as may be necessary to cause such Bonds to be remarketable from time to time at a price equal to their principal amount or (ii) by means of an auction process (collectively, the "Variable Rate Bonds"). The Variable Rate Bonds shall be dated such date as shall be agreed upon by a Designated Official and shall be numbered as determined by the applicable Trustee. All references herein to the payment of principal of any Variable Rate Bonds shall also include the payment of tender or purchase price of such Bonds as shall be specified in the Variable Rate Indenture executed and delivered by a Designated Official pursuant to which such Variable Rate Bonds are issued.

All or any portion of the Bonds may be issued as "Build America Bonds", pursuant to the provisions of Section 54AA of the Code which was added by Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (2009) (enacted February 17, 2009) ("ARRA"), and further may be issued as either "Build America Bonds (Direct

Payment)" or "Build America Bonds (Tax Credit)", in accordance with Section 54AA of the Code and regulatory guidance issued by the Internal Revenue Service (the "Service").

Bonds in the aggregate principal amount not greater than the 2010 QSCB Authorization may be issued as QSCBs, pursuant to the provisions of Section 54F of the Code which was added by Section 1521(a) of Title I of Division B of the ARRA, and in accordance with regulatory guidance issued by the Service and may be further issued as either "QSCB (Direct Payment)" or "QSCB (Tax Credit)" in accordance with ARRA, as amended by the Hiring Incentives to Restore Employment Act (Pub. L. 111-147 (enacted March 18, 2010) ("HIRE").

For any Bonds issued as QSCBs, the Board may establish a sinking fund or similar fund (the "QSCB Sinking Fund") under the Indenture for the purpose of making principal payments on such QSCBs. Additionally, the Board is authorized to: (i) pledge the QSCB Sinking Fund under the Indenture for the payment of principal due on the QSCBs at maturity and (ii) covenant in the Indenture to annually deposit Pledged Revenues into the QSCB Sinking Fund in amounts, calculated on a pro rata basis, to be sufficient to make such principal payment at maturity and to satisfy any coverage requirement under the Act associated with such Pledged Revenue.

For any Bonds issued as Build America Bonds (Tax Credit) or QSCB (Tax Credit), there may be a separation (including at issuance) of the ownership of the Bond and the entitlement to the credit under the Code with respect to such Bond ("Tax Credit Stripping"). Any Tax Credit Stripping shall be done in accordance with the provisions of Section 54A(i) of the Code and regulations prescribed by the Secretary of the Treasury and the Service.

The Bonds shall be dated as of a date not earlier than May 1, 2010, as determined by a Designated Official at the time of sale thereof. The principal of the Bonds shall become due and payable on any date not earlier than December 1, 2010, and not later than December 1, 2050, *provided*, however that for any Bonds issued as QSCBs, the maturity of the Bonds shall not exceed the maximum term as determined pursuant to Section 54A(d)(5)(B) of the Code and as published by the Bureau of Public Debt pursuant to Notice 2010-17, and as further determined by a Designated Official as of the date that there is a binding, written contract for the sale or exchange of the QSCBs.

Any Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds shall either bear interest (computed upon the basis of a 360-day year of twelve 30-day months) payable semiannually on each June 1 and December 1, commencing on or after December 1, 2010, or bear interest payable only at the maturity thereof, at a rate or rates not to exceed 9 percent per annum (and with respect to any Bonds issued as Build America Bonds or QSCBs, at a rate or rates not to exceed 12 percent per annum), all as shall be determined by a Designated Official at the time of sale of such Bonds.

The Variable Rate Bonds shall bear interest from time to time at such rates determined (i) by such remarketing or other indexing agent as shall be selected by a Designated Official for that purpose, (ii) pursuant to such index or indices as shall be selected by a Designated Official for that purpose, which interest rate or rates shall not exceed the maximum permitted by law for obligations of the Board, but in no event more than 15 percent per annum, subject to the provisions of **Section 4(d)** hereof. The method of determining the interest rate to be borne from time to time by the Variable Rate Bonds of any Series

shall be specified in the applicable Variable Rate Indenture. Each Variable Rate Bond shall bear interest at such rates payable on such dates as shall be determined by a Designated Official at the time of sale of such Bonds and specified in the applicable Variable Rate Indenture.

The tax credit rate and/or direct payment amount for any QSCBs shall be as determined pursuant to Section 54A(b)(3) of the Code and as published by the Bureau of Public Debt pursuant to Notice 2010-17 as of the date that there is a binding, written contract for the sale or exchange of the QSCBs.

(d) The Bonds of each Series may be redeemable prior to maturity at the option of the Board, in whole or in part on any date, at such times and at such redemption prices as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to extraordinary redemption prior to maturity, in whole or in part on any date, at such times and at such redemption prices and upon the occurrence of such conditions, all as shall be determined by a Designated Official at the time of the sale thereof. Redemption prices are to be expressed as a percentage of the principal amount of such Bonds being redeemed, plus accrued interest to the date of redemption; provided that with respect to any Bonds issued as Build America Bonds or QSCBs the redemption price may alternatively be expressed as a "make whole" amount or similar calculation or formula as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by a Designated Official at the time of the sale thereof, provided, that such Bonds shall reach final maturity not later than the date set forth in Section 2(c) hereof.

Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (to be expressed as a percentage of the principal amount of such Bonds being tendered for purchase) as shall be determined by a Designated Official at the time of sale of such Variable Rate Bonds and specified in the applicable Variable Rate Indenture. In connection with the remarketing of any Variable Rate Bonds so tendered for purchase under the terms and conditions specified in the applicable Variable Rate Indenture, each of the Designated Officials is hereby authorized to execute on behalf of the Board one or more remarketing agreements with such national banking associations, banks, trust companies, investment bankers or other financial institutions as shall be selected by a Designated Official reflecting the terms and provisions of the Variable Rate Bonds and containing such provisions as the Designated Official executing the same shall determine are necessary or desirable in connection with the sale of some or all of the Bonds as Variable Rate Bonds.

(e) The Bonds of each Series shall initially be issued in book-entry only form as provided in the applicable Indenture. The Bonds shall be executed by the manual or duly authorized facsimile signature of the President of the School Board and attested by the Secretary of the Board by the manual or duly authorized facsimile signature of the Secretary and prepared in the respective forms as provided in the applicable Indenture.

3. *Tax Levy; Pledged Taxes.* (a) For the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2010	\$44,000,000
2011	52,000,000
2012	52,000,000
2013	52,000,000
2014	52,000,000
2015	52,000,000
2016	52,000,000
2017	52,000,000
2018	52,000,000
2019	52,000,000
2020	52,000,000
2021	52,000,000
2022	52,000,000
2023	52,000,000
2024	60,000,000
2025	60,000,000
2026	60,000,000
2027	40,000,000
2028	40,000,000
2029	40,000,000
2030	40,000,000
2031	40,000,000
2032	40,000,000
2033	40,000,000
2034	40,000,000
2035	40,000,000
2036	40,000,000
2037	40,000,000
2038	40,000,000
2039	40,000,000
2040	40,000,000
2041	40,000,000
2042	40,000,000
2043	40,000,000
2044	40,000,000
2045	40,000,000
2046	40,000,000
2047	40,000,000
2048	40,000,000
2049	40,000,000

provided, that in connection with the issuance of any Variable Rate Bonds, in furtherance of the general obligation, full faith and credit promise of the Board to pay the principal and redemption price of and interest on the Bonds, the Board will take all actions necessary to levy upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax, including any direct annual tax required to be levied in excess of that levied in this Resolution, for collection on a timely basis to make such payments (the taxes levied or to be levied pursuant to this Section 3(a), being referred to herein as the "Pledged Taxes")

(b) After this Resolution becomes effective, a copy hereof, certified by the Secretary of the Board, shall be filed with each of the County Clerks of The Counties of Cook and DuPage, Illinois (the "County Clerks"); and the County Clerks shall in and for each of the years required, ascertain the rate

percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board, and in said year the Pledged Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to **Section 5** hereof, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) At the time and in the manner set forth in each Indenture, the Board shall direct the abatement of the Pledged Taxes in whole or in part.

(d) The notification of sale of any Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** hereof may provide for the allocation of all or a portion of the Pledged Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Bonds.

4. *Sale of the Bonds, Purchase and Sale Agreements.* (a) Each Series of the Bonds shall be sold and delivered to the Purchasers, subject to the terms and conditions of the applicable Purchase and Sale Agreement; provided, (i) that the aggregate purchase price of any Current Interest Bonds or Variable Rate Bonds shall not be less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof, (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Convertible Bonds shall not be less than 97 percent of the aggregate original principal amount thereof, (iii) that the aggregate purchase price of any QSCBs shall not be less than 97 percent of the aggregate original principal amount thereof, and (iv) that the compensation paid to the Purchasers in connection with the sale of any Variable Rate Bonds shall not exceed 3 percent of the principal amount thereof. The Chief Financial Officer is hereby authorized to execute and deliver on behalf of the Board a Purchase and Sale Agreement with respect to the sale of the Bonds of each Series which (i) in the case of a Bond Purchase Agreement shall be in substantially the form used in previous financings of the Board and (ii) in the case of a Placement Agreement or a Competitive Sale Agreement shall contain terms and provisions no less favorable to the Board as those contained in a Bond Purchase Agreement. Any such Purchase and Sale Agreement shall contain such final terms as shall be approved by the Chief Financial Officer, such approval to be evidenced by such Chief Financial Officer's execution thereof, and the Chief Financial Officer is also authorized to do all things necessary and essential to effectuate the provisions of such Purchase and Sale Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Chief Financial Officer shall make a finding in connection with the execution of each Purchase and Sale Agreement that (i) the Bonds sold thereunder have been sold at such price and bear interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon the sale of such Bonds exceeds the maximum rate otherwise authorized by applicable law, and (ii) that no person holding any office of the Board, either by election or appointment, is in any manner interested, either

directly or indirectly, in his or her own name, in the name of any other person, association, trust or corporation, in the Indenture, any escrow or similar agreement executed and delivered pursuant to **Section 5** hereof, the applicable Purchase and Sale Agreement or any agreement with a Bond Insurer, Debt Reserve Credit Facility Provider or Credit Provider authorized by **paragraphs (b), (c) and (d) of this Section**, or in the issuance and sale of such Bonds, in accordance with the laws of the State of Illinois and the Code of Ethics of the Board (Board Rule No. 04-0623-PO4, as amended). In addition, for any Bonds issued as QSCBs, the Chief Financial Officer shall, in accordance with Section 54A(d)(6) of the Code, certify that: (i) all applicable State and local law requirements governing conflicts of interest are satisfied, and (ii) if the Secretary of the Treasury prescribes additional conflicts of interest rules governing the appropriate Members of Congress, Federal, State, and local officials, and their spouses, such additional rules are satisfied with respect to such issue

(b) In connection with any sale of the Bonds of each Series, each of the Designated Officials is hereby authorized to obtain a bond insurance policy from such recognized bond insurer as such Designated Official shall determine (the "**Bond Insurer**") if said Designated Official determines such bond insurance policy to be desirable in connection with the sale of such Series of Bonds, or with respect to specified or designated maturities of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into a debt service reserve fund as authorized in **paragraph (g) of this Section**, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the "**Debt Reserve Credit Facility Provider**") if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Debt Reserve Credit Facility Provider that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution, including the payment of reasonable fees to any Debt Reserve Credit Facility Provider.

(d) In connection with the sale of the Bonds of any Series, to provide additional security and liquidity for such Bonds, each of the Designated Officials is hereby authorized to obtain a letter of credit, line of credit or other credit or liquidity facility, including similar agreements with or facilities issued by a Bond Insurer (a "**Credit Facility**"), if determined by such Designated Official to be desirable in connection with such sale of Bonds. Each of the Designated Officials is hereby further authorized to appoint one or more banks, Bond Insurers or other financial institutions to issue such Credit Facility (the "**Credit Provider**") and to execute and deliver on behalf of the Board a credit, reimbursement or similar agreement (the "**Credit Agreement**") providing for the issuance of the Credit Facility and the obligation of the Board to repay funds borrowed under the Credit Facility or advances made by the Credit Provider under the Credit Facility with respect to such Bonds. The Credit Facility may be in a form that provides for the purchase of such Bonds by the Credit Provider (any such Bond so purchased being referred to as

a "Bank Bond") and the Indenture as executed and delivered shall reflect the terms and provisions of such Bank Bonds. Any Bonds outstanding as Bank Bonds shall be secured as provided in the applicable Indenture. The annual fee paid to any Credit Provider for the provision of a Credit Facility shall not exceed 3.00 percent of the amount available to be drawn or advanced under such Credit Facility.

The Credit Agreement may provide that alternative interest rates or provisions will apply during such times as the Bonds constitute Bank Bonds or the Board has outstanding repayment obligations to the Credit Provider (the "Credit Provider Rate"), which Credit Provider Rate shall not exceed the maximum permitted by law, but in no event more than 15 percent per annum (the "Maximum Credit Provider Rate"). The Credit Agreement may further provide that to the extent the Credit Provider Rate determined at any time pursuant to the Credit Agreement exceeds the Maximum Credit Provider Rate such excess may accrue at the then-applicable Credit Provider Rate (but in no event may such excess accrue at a rate in excess of 25 percent per annum) and be added to the Credit Provider Rate at such time or times thereafter as the Credit Provider Rate shall be less than the Maximum Credit Provider Rate provided, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate.

Any Credit Facility obtained as provided herein shall cause the Bonds secured thereby to bear an investment grade rating from at least two nationally recognized rating services.

(e) Subsequent to the sale of the Bonds of any Series, either or both of the Designated Officials shall file in the Office of the Secretary of the Board a notification of sale directed to the Board setting forth (i) the aggregate original principal amount of, maturity schedule, and redemption provisions for the Bonds sold, and in the case of QSCBs, any requirements established in connection with any sinking fund or other similar fund that is expected to be used to repay such Bonds, (ii) a description of the specific Pledged Revenues pledged to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the Bonds of such Series, (iii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds, Convertible Bonds, Build America Bonds, QSCBs and Variable Rate Bonds, respectively, (iv) the principal amounts of the Bonds sold as QSCBs Build America Bonds and if so, whether as "Direct Payment" Bonds or as "Tax Credit" Bonds, (v) in the case of Bonds sold as Capital Appreciation Bonds and Convertible Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds and Convertible Bonds being sold, and (B) a table of Compound Accreted Value per \$5,000 Maturity Amount for any Capital Appreciation Bonds and Convertible Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond and Convertible Bond on each semiannual compounding date, (vi) the interest rates on the Current Interest Bonds sold or, in the case of Variable Rate Bonds, a description of the method of determining the interest rate applicable from time to time to such Variable Rate Bonds, or in the case of QSCB (Tax Credit), the applicable tax credit rates, (vii) debt service schedules for the Bonds, together with determinable investment earnings from the investment of moneys held in the funds and accounts pursuant to the Indenture, demonstrating that the Pledged Revenues and said investment earnings and moneys held in the funds and accounts pursuant to the Indenture, are expected to be in an

amount sufficient to provide the debt service coverage described in **Section 2(b)** hereof. (viii) the terms and provisions for the conversion of the Compound Accrued Value of any Convertible Bonds issued hereunder into Current Interest Bonds, (ix) the application of the proceeds of such Bonds for the purposes and within the limitations set forth in paragraph (g) of this Section, (x) if a bond insurance policy is obtained as authorized herein, the identity of the Bond Insurer issuing the bond insurance policy and the premium and any fees required to be paid thereto, (xi) if a debt reserve credit facility is obtained as authorized herein, the identity of the Debt Reserve Credit Facility Provider issuing the debt reserve credit facility, (xii) if a Credit Facility is obtained as authorized herein, the identity of the Credit Provider issuing the Credit Facility, and a copy of the Credit Agreement between the Board and such Credit Provider shall be attached to said notification of sale, (xiii) the identity of the Trustee designated pursuant to **Section 2** hereof with respect to the Bonds, (xiv) the identification of any obligations of the Board being refunded with proceeds of the Bonds and the applicable redemption date (if any) of the obligations being refunded (xv) if an escrow or other similar agreement is to be executed and delivered as authorized in **Section 5** hereof, the identity of any bank or trust company selected by a Designated Official to serve as Refunding Escrow Agent pursuant to the authorization granted in paragraph (j) of this Section, and a copy of such agreement shall be attached to said notification of sale, and (xvi) the identity of and the compensation paid to the Purchasers in connection with such sale.

In the event that the Designated Official executing such notification of sale determines that the Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of taxes in any year less than the amount specified therefor in **Section 3(a)** hereof, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in **Section 3(a)** hereof for each year resulting from such sale, and in addition, either or both of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. In the case of Variable Rate Bonds, such amounts to be abated from taxes levied may be determined by reference to any projections of debt service on such Variable Rate Bonds provided to the Board at the time of sale of such Bonds. No such reduction in the amounts levied in **Section 3(a)** hereof need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until either or both of the Designated Officials have determined that any amount so levied in **Section 3(a)** hereof will not be needed to secure the Bonds being sold at that time or any Series of Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to **Section 3(a)** hereof, shall indicate the amount of reduction in the amount of taxes levied by the Board resulting from the sale of such Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective offices of the County Clerks certificates of tax abatement that reflect the refunding of any obligations of the Board.

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum or Notice of Public Sale relating to each Series of the Bonds (the "Disclosure Document") in substantially the respective forms delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues secured by some or all of the Pledged Revenues, but with such changes as shall be approved by a Designated Official to reflect the terms of the Bonds proposed to be sold and the method of sale of such Bonds, is hereby in all respects, ratified, authorized and approved and shall be "*deemed final*" for purposes of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), and the proposed use by the Underwriters or the Competitive Purchasers of a final Official Statement (in substantially the form (i) of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Bonds being sold or (ii) authorized herein for a Preliminary Official Statement if none is used in the marketing of the Bonds being sold) is hereby approved. Each Designated Official is hereby authorized and directed to execute the final Official Statement or other Disclosure Document, as appropriate, on behalf of the Board.

In connection with the sale of any Series of the Bonds, the Designated Officials are hereby authorized to provide to prospective Private Purchasers such information regarding the Board's operations and finances as would typically be included in a Disclosure Document and to enter into such discussions and negotiations with such prospective Private Purchasers as such Designated Officials shall deem appropriate. In addition, the Designated Officials are hereby authorized to prepare a Notice of Sale for distribution to potential bidders in connection with a public, competitive sale of a Series of the Bonds and to take all actions necessary to conduct any such sale.

(g) The proceeds from the sale of each Series of the Bonds shall be applied to the payment of (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) such interest to become due, either on such Series of Bonds or on another Series of Bonds issued pursuant to this Resolution, for such period not to exceed the greater of 2 years or a period ending 6 months after the estimated date of completion of the acquisition and construction of the Project as shall be determined by the Chief Financial Officer and (iii) the payment of the expenses related to the issuance of such Bonds, including, without limitation, fees to be paid to Bond Insurers, Credit Providers or remarketing, auction or other agents retained in connection with the issuance of Variable Rate Bonds and such proceeds shall be applied as provided in the applicable Indenture. In addition, proceeds from the sale of a Series of the Bonds in the amount of not to exceed 10% of the principal amount thereof may be deposited into a debt service reserve fund to be held under the applicable Indenture upon the direction of the Chief Financial Officer if it is determined that the creation of such debt service reserve fund is necessary and required in connection with the sale of such Bonds. All of such proceeds are hereby appropriated for the purposes specified in this paragraph. Except as authorized by Board Rule or other Board action, the capital improvements comprising the Project and the capital improvement program, including, without limitation, the Project, approved by the Board on the date hereof (the "Program") shall not be amended or revised, additional capital improvements shall not be added to the Program, and capital improvements shall not be deleted from the Program.

(h) The Chief Financial Officer of the Board is hereby authorized to enter into or approve such agreements with investment providers as shall be necessary or advisable in connection with the investment of any funds on deposit under the Indenture, to the extent such investments are authorized under the terms of the Indenture, the Investment Policy of the Board and applicable law, as in effect from time to time.

(i) Either of the Designated Officials is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by either of the Designated Officials, the purpose of which is to provide to the Board an interest rate basis, cash flow basis or other basis from that provided in the Bonds for the payment of interest. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Bonds issued hereunder (net of offsetting transactions entered into by the Board). For purposes of the immediately preceding sentence, "offsetting transactions" shall include any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency-Single Jurisdiction version or the Multicurrency-Cross Border version of the current SDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the "ISDA") or any successor form published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the appropriate Designated Official executing the same, such execution to constitute conclusive evidence of Board's approval of such insertions, completions and modifications thereof. Amounts payable by the Board under any such agreement shall (i) be payable solely and only from the sources actually pledged to the payment of the Bonds as described in **Section 2(b)** of this Resolution, or (ii) constitute operating expenses of the Board payable from any moneys, revenues, receipts, income, assets or funds of the Board available for such purpose, as shall be determined by the Designated Official executing the same. Nothing contained in this **Section 4(i)** shall limit or restrict the authority of any officer of the Board to enter into such agreements pursuant to prior or subsequent authorization of the Board.

(j) For the purpose of providing for the refunding of certain obligations of or issued on behalf of the Board, each of the Designated Officials is hereby authorized to execute and deliver one or more refunding escrow agreements (each, a "**Refunding Escrow Agreement**") on behalf of the Board, attested by the Secretary of the Board, such Refunding Escrow Agreement to be in substantially the form executed and delivered in connection with previous refundings of obligations issued by or on behalf of the Board, but with such changes therein as shall be approved by the Designated Official executing the

same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Refunding Escrow Agreement. Each of the Designated Officials is hereby authorized to designate a bank or trust company to act as Refunding Escrow Agent under the Refunding Escrow Agreement.

5. *Escrow of Pledged Revenues* If deemed necessary and desirable to provide additional security for any Bonds, each of the Designated Officials is hereby authorized to execute and deliver on behalf of the Board, and the Secretary is authorized to attest, a form of escrow or other similar agreement with a bank, trust company or national banking association having the same qualifications as those set forth in **Section 2(a)** for a Trustee, reflecting the issuance of the Bonds and such segregation of Pledged Revenues and Pledged Taxes as the Designated Official executing such agreement shall deem appropriate.

6. *Pledged Taxes Escrow Direction* Each of the Designated Officials is hereby authorized, pursuant to authority contained in Section 20-90 of the Property Tax Code of the State of Illinois, as amended, to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the "County Collectors"), (i) to deposit the collections of the Pledged Taxes as and when extended for collection directly with such escrow agent designated pursuant to **Section 5** in order to secure the payment of the principal of and interest on the Bonds, and (ii) to the extent necessary advising the County Collectors of the abatement of the Pledged Taxes. The Designated Officials are directed to file a certified copy of this Resolution with each of the County Collectors within ten (10) days of the passage hereof.

7. *Tax-Exemption and Non-Arbitrage, Build America Bonds; QSCBs* (a) Each of the Designated Officials is hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that the interest payments with respect to the Bonds of each Series other than any Series of Bonds issued as Build America Bonds or QSCBs, are excludable from gross income for Federal income tax purposes, to assure that the Bonds do not constitute "arbitrage bonds" or "private activity bonds" under the Code, and to effectuate the issuance and delivery of the Bonds, including but not limited to the execution and delivery of a Tax Agreement.

(b) With respect to any Bonds issued as Build America Bonds, each of the Designated Officials is hereby authorized to take such actions and to execute such documents and certificates as are necessary (i) to assure that the Bonds do not constitute "arbitrage bonds" or "private activity bonds" under the Code, including but not limited to the execution and delivery of a Tax Agreement, and (ii) otherwise to satisfy any information reporting or similar requirements established by the Service, including without limitation, the execution and delivery of such certifications or representations required to qualify and maintain the status of the Bonds as Build America Bonds, including without limitation, making an irrevocable election to issue the Bonds as Build America Bonds (Direct Payment) or Build America Bonds (Tax Credit), in accordance with Section 54AA of the Code.

(c) With respect to any Bonds issued as QSCBs, each of the Designated Officials is hereby authorized to take such actions and to execute such documents and certificates as are necessary (i) to assure that the Bonds do not constitute "arbitrage bonds" under the Code, including but not limited to the execution and delivery of a Tax Agreement; and (ii) otherwise to satisfy any information reporting or similar requirements established by the Service, including without limitation, the execution and delivery of such certifications or representations as are required to qualify and maintain the status of the Bonds as QSCBs, including without limitation, designating the Bonds as QSCBs in accordance with Section 54F of the Code and, if issued as QSCB (Direct Payment), making an irrevocable election in accordance with Section 6431 of the Code to issue such Bonds as QSCB (Direct Payment)

8. *Continuing Disclosure Undertaking.* Each of the Designated Officials is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each, a "**Continuing Disclosure Undertaking**") evidencing the Board's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, as applicable to the Bonds of each Series. Notwithstanding any other provision of this Resolution or any Indenture, the sole remedies for any failure by the Board to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Board to comply with its obligations under the applicable Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

9. *Further Acts* Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this Resolution with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

The President of the School Board is hereby authorized to approve the selection of legal counsel and financial or other professional services providers to be engaged by the Board in connection with the issuance and sale of the Bonds.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

10. *Severability.* The provisions of this Resolution are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

11. *Repeater and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

10-0428-RS2

**RESOLUTION  
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE VARIOUS  
CAPITAL PROJECTS**

**WHEREAS**, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"), and

**WHEREAS**, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

**WHEREAS**, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

**WHEREAS**, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

**WHEREAS**, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property, and

**WHEREAS**, the estimated total cost of the projects is anticipated not-to-exceed \$69,963,848 of which the Board has or will incur approximately \$3,919,099 of Project-related costs directly while the portion of the Projects to be undertaken by the PBC is anticipated to be \$66,044,749.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF  
EDUCATION:**

1. The PBC is hereby requested to complete the design and installation of the projects listed on Attachment A on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA"). These Projects will be subject to the terms of the forthcoming PBC/Board IGA.
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2010 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost for the Projects to be undertaken by the PBC shall not exceed \$66,044,749. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees and management fees.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

**Attachment A**

1. Air Force Academy
  - a. PBC - \$6,500,000
  - b. CPS - \$419,000
2. Burroughs Artificial Turf
  - a. PBC - \$496,650
3. Chicago Arts High School
  - a. PBC - \$7,200,000
  - b. CPS - \$409,000
4. Collins High School Renovation
  - a. PBC - \$9,700,000
  - b. CPS - \$480,000
5. Holmes Elementary School Lunchroom Addition
  - a. PBC - \$2,900,000
  - b. CPS - \$60,000

6. Tilden High School
  - a. PBC - \$30,000,000
  - b. CPS - \$105,000
7. Wellington Elementary School (formerly known as Notre Dame High Schools for Girls)
  - a. PBC - \$9,248,099
  - b. CPS - \$2,446,099

10-0428-RS3

**RESOLUTION RE: APPOINTMENT TO FILL A VACANCY  
ON AN APPOINTED LOCAL SCHOOL COUNCIL  
FOR THE TERM OF OFFICE ENDING JUNE 30, 2010**

**WHEREAS**, on January 24, 2007, the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy");

**WHEREAS**, the Governance Policy establishes requirements for the appointment by the Board of Local School Councils for those Chicago Public Schools designated by the Board as either Small or Alternative Schools.

**WHEREAS**, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members, school staff and high school students in the activities of Small and Alternative Schools as specified in the Illinois School Code, 105 ILCS 5.34-2.4(b), and the schools identified below operate with ALSCs;

**WHEREAS**, pursuant to the Governance Policy, the school identified below conducted a non-binding preference poll of the school staff members for the candidate to fill a vacant teacher position on the ALSC and submitted the results to the Chief Area Officer ("CAO");

**WHEREAS**, pursuant to the Governance Policy, the ALSC of the school identified below also recommended the name of a candidate to fill the vacant teacher position on the ALSC and submitted the recommendation to the CAO;

**WHEREAS**, the school's principal and CAO also had the opportunity to recommend a candidate for the teacher vacancy;

**WHEREAS**, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board candidates recommended to fill vacancies on ALSCs or any other candidates identified by the Chief Executive Officer;

**WHEREAS**, in accordance with the Illinois School Code, 105 ILCS 5/34-2.4(b), and the Governance Policy, the Chief Executive Officer has recommended the candidate named below to the Board for its consideration in its exercise of absolute discretion in making its appointment to the ALSC of the identified school to fill a teacher vacancy for the term of office ending June 30, 2010:

**NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:**

1. The candidate named below is appointed to serve as a member of the Appointed Local School Council of the identified school in the specific category noted
2. This Resolution is effective immediately upon passage.

<b>CANDIDATE</b>	<b>REPLACING</b>	<b>CATEGORY</b>	<b>SCHOOL</b>
Salvador Venegas	Beatriz Vazquez	Teacher	Infinity High School

10-0428-RS4

**RESOLUTION RE: APPOINTMENT OF TEACHER REPRESENTATIVE TO  
A LOCAL SCHOOL COUNCIL TO FILL A TEACHER REPRESENTATIVE VACANCY  
FOR THE TERM OF OFFICE ENDING JUNE 30, 2010**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process; and

**WHEREAS**, a non-binding advisory poll has been conducted at the school identified below to ascertain the preferences of the school's staff regarding the appointment of a teacher to fill a teacher representative vacancy on the local school council of the attendance center; and

**WHEREAS**, in accordance with 105 ILCS 5/34-2.1(l), the results of the non-binding advisory poll have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

## NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The individual identified below is hereby appointed to serve as a teacher representative on her school's Local School Council for the remainder of the term of office ending June 30, 2010
2. The Resolution is effective immediately upon adoption

**APPOINTED TEACHER**  
Krystal Grover-Webb

**TEACHER BEING REPLACED**  
Barbara Young

**SCHOOL**  
Ruggles Elementary

10-0428-RS5

FINAL

**RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF AN  
AMENDED CONTROLLER'S CERTIFICATE FOR SCHOOL TAXES TO BE EXTENDED  
FOR COLLECTION IN CALENDAR YEAR 2010**

**Whereas**, the Board of Education of the City of Chicago (the "Board") on December 16, 2009, duly adopted a Resolution levying school taxes for the Board's 2009-2010 Fiscal Year, copies of which Resolution, certified by the Board's Secretary, will be filed with the County Clerks of the Counties of Cook and DuPage, Illinois (the "County Clerks"); and

**Whereas**, Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, provides that the County Clerks shall extend for collection in the calendar year following the year of a levy of school taxes for the Board only so much of that levy:

*"as is required to provide the necessary revenue to defray expenditures, charges and liabilities incurred by the board as certified by the controller of the board to the county clerk upon the value, as equalized or assessed by the Department of Revenue for the calendar year in which the levy was made. . . ."; and*

**Whereas**, said Section 34-54.1 further provides that the County Clerks shall in succeeding calendar years:

*"extend such remaining amount of the levy as is certified by the controller of the board to the county clerk upon the value, as equalized or assessed by the Department of Revenue for such calendar year. . . ."; and*

**Whereas**, the Controller of the Board was, pursuant to Board Report 09-1216-RS12, authorized and directed to file with the County Clerks a Controller's Certificate pertaining to school taxes to be extended for collection in calendar year 2009 and 2010, such taxes to consist of (i) a portion of the school taxes levied by the 2008-2009 School Tax Levy Resolution for the Board's 2008-2009 Fiscal Year, (ii) a portion of the school taxes levied by the 2009-2010 School Tax Levy Resolution for the Board's 2009-2010 Fiscal Year, (iii) school taxes previously levied for the purpose of providing revenue for the payment of rent provided for in various leases entered into between the Board and the Public Building Commission of Chicago, and (iv) school taxes previously levied for the purpose of paying principal and interest on Unlimited Tax General Obligation Bonds (Dedicated Revenues) Series 1996, 1997, 1997A, 1999A, 1999C, 2000A, 2000B, 2000C, 2000D, 2001A, 2001C, 2002A, 2003A, 2003B, 2003D, 2004A, 2004B, 2004C, 2004D, 2004E, 2004F, 2004G, 2004H, 2005A, 2005B, 2005C, 2005D, 2005E, 2006A, 2006B, 2007A, 2007B, 2007C, 2007D, 2008A, 2008B, 2009A, 2009B, 2009C, 2009D, 2009EF and 2009G

**Whereas**, the original Certificate of the Controller was filed with the County Clerks on December 26, 2009 (Cook County), and December 28, 2009 (DuPage County), respectively.

**Whereas**, circumstances have changed since the filings of the Original Controller's Certificate necessitating an Amended Controller's Certificate.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:**

**Section 1. Filing of Amended Controller's Certificate.** The Controller of the Board is authorized and directed to file with the County Clerks an Amended Controller's Certificate as required by Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, pertaining to school taxes to be extended for collection in calendar year 2010, substantially in the form as provided in Exhibit A which is attached hereto and made a part of this Resolution.

The Amended Controller's Certificate may be amended further as may be necessary in the opinion of the General Counsel to the Board to conform to subsequent changes in law or interpretation of the law.

**Section 2. Effectiveness.** This Resolution shall become effective immediately upon its adoption by the Board.

EXHIBIT A

**AMENDED CERTIFICATE OF THE CONTROLLER OF THE BOARD OF EDUCATION OF THE CITY  
OF CHICAGO SETTING FORTH SCHOOL TAXES TO BE EXTENDED FOR  
COLLECTION IN 2010**

To the County Clerks of Cook and  
DuPage Counties, Illinois:

On December 17, 2008, the Board of Education of the City of Chicago (the "Board") adopted a Resolution levying school taxes for the Board's 2008-2009 Fiscal Year (the "2008-2009 School Tax Levy Resolution"). A copy, certified by the Secretary of the Board, of the 2008-2009 School Tax Levy Resolution has previously been filed with your office. (A copy of the 2008-2009 School Tax Levy Resolution is attached as Appendix A to this Certificate.)

On December 16, 2009, the Board adopted a Resolution levying school taxes for the Board's 2009-2010 Fiscal Year (the "2009-2010 School Tax Levy Resolution"). A copy, certified by the Secretary of the Board, of the 2009-2010 School Tax Levy Resolution is being filed with your office concurrently with this Certificate. (A copy of the 2009-2010 School Tax Levy Resolution is attached as Appendix B to this Certificate.)

Pursuant to Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, as authorized and directed by the Board, I, Daryl J. Okrzesik, Controller of the Board, certify and direct as follows:

1. You are directed to extend for collection in calendar year 2010, upon the value of all taxable property within the City of Chicago (the "City"), the boundaries of which are coterminous with the boundaries of the school district governed by the Board, as equalized or assessed by the Illinois Department of Revenue for calendar year 2009, the following taxes:

(a) The following amounts of school taxes levied by the 2008-2009 School Tax Levy Resolution for the Board's 2008-2009 Fiscal Year, which are required to be extended for collection in order to provide the necessary revenue to defray expenditures, charges and liabilities incurred by the Board (but such amounts shall always be subject to the limiting provisions set forth below).

For educational purposes, including without limitation, in addition to general education purposes, including, as authorized before the adoption of Public Act 89-15, constructing, acquiring, leasing (other than from the Public Building Commission of Chicago), operating, maintaining, improving, repairing, and renovating land, buildings, furnishings, and equipment for school houses and buildings, and related incidental expenses; provision of special education; furnishing free textbooks and instructional aids and school supplies; establishing, equipping, maintaining, and operating supervised playgrounds under the control of the Board, school extracurricular activities, and stadia, social centers and summer swimming pool programs open to the public in connection with any public school; making an employer contribution to the Public School Teachers' Pension and Retirement Fund as required by Section 17-129 of the Illinois Pension Code, 40 ILCS 5/17-129; providing an agricultural science school, including site development and improvements, maintenance, repairs, and supplies; and student transportation expenses . . . . . \$ 102,740,225

(b) The following amounts of school taxes levied by the 2009-2010 School Tax Levy Resolution for the Board's 2009-2010 Fiscal Year, which are required to be extended for collection in order to provide the necessary revenue to defray expenditures, charges and liabilities incurred by the Board (but such amounts shall always be subject to the limiting provisions set forth below):

For educational purposes, including without limitation, in addition to general education purposes, including, as authorized before the adoption of Public Act 89-15, constructing, acquiring, leasing (other than from the Public Building Commission of Chicago), operating, maintaining, improving, repairing, and renovating land, buildings, furnishings, and equipment for school houses and buildings, and related incidental expenses; provision of special education; furnishing free textbooks and instructional aids and school supplies; establishing, equipping, maintaining, and operating supervised playgrounds under the control of the Board, school extracurricular activities, and stadia, social centers and summer swimming pool programs open to the public in connection with any public school; making an employer contribution to the Public School Teachers' Pension and Retirement Fund as required by Section 17-129 of the Illinois Pension Code, 40 ILCS 5/17-129; providing an agricultural science school, including site development and improvements, maintenance, repairs, and supplies; and student transportation expenses . . . . . \$1,902,500,000

For the purpose of paying tort judgments and settlements, paying costs of insurance, individual or joint self-insurance (including reserves thereon), including all operating and administrative costs and expenses directly associated therewith, claims services and risk management directly attributable to loss prevention and loss reduction, legal services directly attributable to the insurance, self-insurance or joint self-insurance program, and educational, inspectional and supervisory services directly relating to loss prevention and loss reduction; discharging obligations under Section 34-18.1 of the School Code, 105 ILCS 5/34-18.1; paying the cost of risk management programs; establishing reserves for executed losses for any liability or loss as provided in 745 ILCS 10/9-107; and protection against and reduction of liability or loss as described above under Federal or State statutory or common law, the Workers' Compensation Act, Workers' Occupational Disease Act, and the Unemployment Insurance Act . . . . . \$ 125,000,000

Subject to the subsequent approval of the Chicago City Council, As required by Section 34-53.5(e) of the School Code, 105 ILCS 5/34-53.5(e), for capital improvement purposes as authorized under Section 34-53.5(a) of the School Code, 105 ILCS 5/34-53.5, including the construction and equipping of new school buildings or additions to existing buildings, the purchase of land for the construction of new school buildings or additions to existing buildings, the rehabilitation, renovation, and equipping of existing school buildings . . . . . \$ 29,000,000

2. The aggregate amount of school taxes which are to be extended for collection in calendar year 2010, as set forth in Section 1 of this Certificate, are as follows (but such amounts shall always be subject to the limiting provisions set forth below)

For Educational Purposes as described in Section 1 of this Certificate . . . . .	\$2,005,240,225
For Liability Protection Purposes as described in Section 1 of this Certificate . . . . .	\$ 125,000,000
For Capital Improvement Purposes as described in Section 1 of this Certificate . . . . .	\$ 29,000,000

Provided, however, the total amount of the levy for Educational Purposes for the Board's Fiscal Year 2009-2010, which you shall extend for collection in calendar year 2010, shall be limited to an amount, such that the amount to be extended for collection for Educational Purposes as set forth in Section 1 of this Certificate does not exceed the sum of (a) 3.07%, and (b) the difference between 50% and the rate for taxes extended by the Chicago School Finance Authority for calendar year 2010, measured by the value of taxable property as equalized or assessed for calendar year 2009, as determined by you and certified to the Board, pursuant to and in accordance with the proviso set forth in Section 18-110 of the Property Tax Code, 35 ILCS 200/18-110, of the value of all taxable property within the City, as equalized and assessed by the Illinois Department of Revenue for calendar year 2009. If required, you shall, as provided by said Section 18-110 of the Property Tax Code, disregard any such excess of the amount as set forth in Section 1 of this Certificate to be extended for collection in calendar year 2010 and treat only the residue as certified by the Board for extension.<sup>1</sup>

Provided, further, that the total amount extended for educational purposes in calendar year 2010 shall not exceed \$1,864,500,000

3. The Board has previously enacted, and filed with you, its resolutions levying direct annual taxes to be extended for collection in calendar year 2010 for the purpose of providing revenue for the payment of rent provided for in various leases entered into between the Board and the Public Building Commission of Chicago. You are directed to extend these taxes for collection in calendar year 2010, as provided by those resolutions and by law, except to the extent that the Board files with you an abatement of any or all of those taxes.

4. The Board has previously enacted, and filed with you, its resolutions levying direct annual taxes to be extended for collection in calendar year 2010 for the purpose of paying principal and interest on Unlimited Tax General Obligation Bonds (Dedicated Revenue) Series 1996, 1997, 1997A, 1999A, 1999C, 2000A, 2000B, 2000C, 2000D, 2001A, 2001C, 2002A, 2003A, 2003B, 2003D, 2004A, 2004B, 2004C, 2004D, 2004E, 2004F, 2004G, 2004H, 2005A, 2005B, 2005C, 2005D, 2005E, 2006A, 2006B, 2007A, 2007B, 2007C, 2007D, 2008A, 2008B, 2009A, 2009B, 2009C, 2009D, 2009E and 2009G. You are directed to extend these taxes for collection in calendar year 2010, as provided by those resolutions and by law, except to the extent that the Board files with you an abatement of any or all of those taxes

<sup>1</sup> Provided, however, that with regard to school taxes for Educational Purposes, you shall extend for collection in calendar year 2010, any and all portions of the taxes levied for the Board's 2009-2010 Fiscal Year, as set forth in Section 1 of this Certificate, if the extension for collection in calendar year 2010 of such taxes or portions thereof is authorized, permitted or mandated by law.

5. Any reduction in extensions required by the Property Tax Extension Limitation Law shall be taken solely from the extension for Educational Purposes, except as subsequently directed by the Controller.

Dated: \_\_\_\_\_, 2010.

Daryl J. Okrzesik  
CONTROLLER  
BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

10-0428-RS6

FINAL

**RESOLUTION ABATING THE TAX HERETOFORE LEVIED BY THE BOARD FOR THE YEAR 2009  
TO PAY DEBT SERVICE ON PUBLIC BUILDING COMMISSION OF CHICAGO, BUILDING REVENUE  
BONDS, SERIES A OF 1992 (BOARD OF EDUCATION OF THE CITY OF CHICAGO)**

**WHEREAS**, the Public Building Commission of Chicago (the "Commission") has heretofore issued its Building Revenue Bonds, Series A of 1992 (Board of Education of the City of Chicago) (the "Bonds") secured by payments by the Board of Education of the City of Chicago (the "Board") under a Lease Agreement (Series A of 1990), dated as of May 1, 1990, as amended by a First Supplement to Lease Agreement dated as of January 1, 1992, a Second Supplement to Lease Agreement dated as of May 1, 1998, a Third Supplement to Lease Agreement dated as of August 1, 1998, a Fourth Supplement to Lease Agreement dated as of January 1, 2001, and an Amendment to Fourth Supplement to Lease Agreement dated as of July 1, 2001 (collectively, the "Lease") between the Commission and the Board, and

**WHEREAS**, pursuant to the Lease, the Board has levied a direct annual tax for the payment of the Board's obligations under the Lease, including the payment of the principal of and the interest on the Bonds, and has directed the County Clerks of the Counties of Cook and DuPage, Illinois (the "County Clerks") to extend such taxes in such amounts as provided in such Lease and in Resolution 90-0523-RS1 of the Board levying such tax (the "Levy Resolution"); and

**WHEREAS**, a certified copy of the Levy Resolution has heretofore been filed with each of the County Clerks; and

**WHEREAS**, pursuant to Resolution 80-58, as amended by Resolution 92-0114-RS1 and as amended by Resolution 93-0127-RS2 (collectively, the "Lease Payment Fund Resolution"), the Board established a Debt Service Fund for Public Building Commission Leases of the Board of Education of the City of Chicago (the "Lease Payment Fund"); and

**WHEREAS**, the Lease Payment Fund is held by U.S. Bank Trust Company, as lease payment trustee (the "Lease Payment Trustee"); and

**WHEREAS**, the Board has and does hereby determine that funds in the amount of \$20,467,944 is or may be available through the use of available funds of the Board to permit an abatement in part of the amount levied for the year 2009 and collectible in year 2010 to pay the debt service component of the Lease (the "Lease Payment Fund Deposit"); and

**WHEREAS**, the Lease Payment Trustee will apply the Lease Payment Fund Deposit to pay the rent due under the Lease July 1, 2010 and January 1, 2011, and such deposit will permit an abatement of a corresponding amount of the tax levied for the year 2009 and collectible in the year 2010 to make such Lease payment; and

**WHEREAS**, the Board hereby finds that it is necessary and in the best interest of the Board that the taxes heretofore levied and to be extended for the year 2009 and collectible in the year 2010 to make such Lease payment be abated in part in the amount of \$20,467,944.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

**Section 1. Authorization of Transfer.** There is hereby authorized the transfer of not to exceed \$20,542,794 from either the Debt Service Fund of the Board or such other fund as directed by the Chief Financial Officer of the Board as available monies for the Lease Payment Fund Deposit

**Section 2. Abatement of Taxes Levied.** The taxes levied in the Levy Resolution for the year 2009 in the amount of \$20,467,944 and to be extended pursuant thereto are hereby abated by the amount of \$20,467,944; provided, however, that such abatement shall be effected and this Resolution filed with the County Clerks only upon the written notification to the Secretary of the Board by the Chief Financial Officer of the Board that there has been deposited or caused to be deposited with the Lease Payment Trustee available monies in the amount of \$20,467,944.

**Section 3. Filing of Resolution.** Forthwith upon the adoption of this Resolution and the receipt of notice by the Secretary of the Board of the deposit, the Secretary of the Board shall cause a certified copy hereof to be filed with each of the County Clerks prior to the extension date for taxes for the year 2009 and it shall be the duty of the County Clerks to abate such taxes levied and to be extended for the year 2009 in the amount of \$20,467,944, in accordance with the provisions hereof.

**Section 4. Effective Date.** This Resolution shall be in full force and effect upon its adoption.

**10-0428-RS7**

**FINAL**

**RESOLUTION ABATING THE TAX HERETOFORE LEVIED BY THE BOARD FOR THE YEAR 2009 TO PAY DEBT SERVICE ON PUBLIC BUILDING COMMISSION OF CHICAGO, BUILDING REVENUE BONDS, SERIES A OF 1993 (BOARD OF EDUCATION OF THE CITY OF CHICAGO) AND PUBLIC BUILDING COMMISSION OF CHICAGO, BUILDING REVENUE REFUNDING BONDS, SERIES B OF 1999 (CHICAGO SCHOOL REFORM BOARD OF TRUSTEES OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, ILLINOIS)**

**WHEREAS**, the Public Building Commission of Chicago (the "Commission") has heretofore issued its Building Revenue Bonds, Series A of 1993 (Board of Education of the City of Chicago) (the "Series A of 1993 Bonds"), and its Building Revenue Refunding Bonds, Series B of 1999 (Chicago School Reform Board of Trustees of the Board of Education of the City of Chicago, Illinois) (the "Series B of 1999 Bonds" and together with the Series A of 1993 Bonds, the "Bonds"), each secured by payments by the Board of Education of the City of Chicago (the "Board") under a Lease Agreement (Series A of 1993), dated as of April 1, 1993, as amended by Amendment No. 1 to Lease (Series A of 1993) dated as of June 14, 1996, and by Amendment No. 2 to Lease (Series A of 1993) dated as of February 18, 1997 (collectively, the "Lease"), between the Commission and the Board, and

**WHEREAS**, pursuant to the Lease, the Board has levied a direct annual tax for the payment of the Board's obligations under the Lease, including the payment of the principal of and the interest on the Bonds, and has directed the County Clerks of the Counties of Cook and DuPage, Illinois (the "County Clerks") to extend such taxes in such amounts as provided in such Lease and in Resolution 93-0421-RS1 of the Board levying such tax (the "Levy Resolution"); and

**WHEREAS**, a certified copy of the Levy Resolution has heretofore been filed with each of the County Clerks; and

**WHEREAS**, pursuant to Resolution 80-58, as amended by Resolution 92-0114-RS1 and as amended by Resolution 93-0127-RS2 (collectively, the "Lease Payment Fund Resolution"), the Board established a Debt Service Fund for Public Building Commission Leases of the Board of Education of the City of Chicago (the "Lease Payment Fund"); and

**WHEREAS**, the Lease Payment Fund is held by U.S. Bank Trust Company, as lease payment trustee (the "Lease Payment Trustee"); and

**WHEREAS**, the Board has and does hereby determine that funds in the amount of \$19,532,056 is or may be available through the use of available funds of the Board to permit an abatement of the amount levied for the year 2009 and collectible in year 2010 to pay the debt service component of the Lease (the "Lease Payment Fund Deposit"); and

**WHEREAS**, the Lease Payment Trustee will apply the Lease Payment Fund Deposit to pay the rent due under the Lease in November 2010 and such deposit will permit an abatement of a corresponding amount of the tax levied for the year 2009 and collectible in the year 2010 to make such Lease payment; and

**WHEREAS**, the Board hereby finds that it is necessary and in the best interest of the Board that the taxes heretofore levied and to be extended for the year 2009 and collectible in 2010 to make such Lease payment be abated in whole in the amount of \$19,532,056.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

**Section 1. Authorization of Transfer.** There is hereby authorized the transfer of not to exceed \$19,532,056 from either the Debt Service Fund of the Board or such other fund as directed by the Chief Financial Officer of the Board as available monies for the Lease Payment Fund Deposit.

**Section 2. Abatement of Taxes Levied.** The taxes levied in the Levy Resolution for the year 2009 in the amount of \$19,532,056 and to be extended pursuant thereto are hereby abated by the amount of \$19,532,056; provided, however, that such abatement shall be effected and this Resolution filed with the County Clerks only upon the written notification to the Secretary of the Board by the Chief Financial Officer of the Board that there has been deposited or caused to be deposited with the Lease Payment Trustee available monies in the amount of \$19,532,056.

**Section 3. Filing of Resolution.** Forthwith upon the adoption of this Resolution and the receipt of notice by the Secretary of the Board of the deposit, the Secretary of the Board shall cause a certified copy hereof to be filed with each of the County Clerks prior to the extension date for taxes for the year 2009 and it shall be the duty of the County Clerks to abate such taxes levied and to be extended for the year 2010 in the amount of \$19,532,056, in accordance with the provisions hereof.

**Section 4. Effective Date.** This Resolution shall be in full force and effect upon its adoption

**President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0428-RS1 through 10-0428-RS7 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Richardson-Lowry thereupon declared Board Reports 10-0428-RS1 through 10-0428-RS7 adopted.**

**10-0428-PO1**

**DEFERRED**

**AMEND BOARD REPORT 04-0623-PO4  
AMEND BOARD REPORT 99-0728-PO1  
CODE OF ETHICS FOR THE CHICAGO BOARD OF EDUCATION**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board adopt an amended Code of Ethics for the Chicago Board of Education.

**PURPOSE:**

This Board Report amends the Code of Ethics for the Chicago Board of Education to include provisions required or recommended in recently enacted State ethics legislation. These provisions are concerned with prohibited political activities, gift bans, ethics advisors and enhanced penalties for ethics violations. Further, the Code amended to remove waiver provisions that allowed the Chief Executive Officer to grant waivers for (1) nepotism violations, (2) economic interest in Board contracts by Board members and employees, and (3) post-membership and post-employment restrictions for Board members and employees. The Code also now incorporates provisions from the Illinois School Code that restrict the letting of contract to former Board Members during the one year period following the expiration or termination of their term of office.

**CODE OF ETHICS OF THE CHICAGO BOARD OF EDUCATION**

**POLICY TEXT:**

**Introduction**

The Chicago Board of Education ("the Board") believes that it is imperative that public officials and employees act in the highest ethical manner and preserve the public trust. Members of the Board have been entrusted with a task of utmost importance: improving the quality of public education in the City of Chicago. To carry out the important duties and responsibility of the Board, it is important that clear, comprehensive ethical requirements be established so that members of the public will have confidence in the operations of the Board and the Local School Councils. It is particularly important that the members of the Board, Local School Council members and Board employees set a good example for the children and taxpayers of the City of Chicago and the State of Illinois. Therefore, the following ethical standards for Board members, Local School Council members and Board employees has been established in the best interest of the children in the Chicago Public Schools.

**1. Authority and Purpose**

This Board Policy is issued pursuant to authority granted in the Illinois School Code and the 1995 Amendments to the School Code contained in Public Act 89-15. The purpose of this Board Policy is to promote public confidence in the integrity of the Board by establishing consistent standards for the conduct of Board business by the Board's Members, Local School Council members and Board employees.

**2. Definitions**

Whenever used in this statement this Board Policy:

- (a) "Board" means the Board of Education of the City of Chicago and includes all schools operated by the Board of Education.
- (b) "Board Contractor" means any person (including his agents or employees acting within the scope of their employment) doing business with the Board.

- (c) "Board vendor" means any person who has provided goods or services to the Board pursuant to a contract and has been paid more than \$10,000 for those goods or services within any consecutive 12-month period in the last four years.
- (d) "Business relationship" means any contractual or other private business dealing of an employee with a person or entity which entitles the employee to compensation or payment in the amount of \$2,500 or more in a calendar year, provided, however, business relationship shall not include (a) any interest of the spouse or domestic partner of an official or employee which interest is related to the spouse's or domestic partner's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment, (d) any economic benefit provided equally to all residents of the City, (e) a time or demand deposit in a financial institution, (f) an endowment or insurance policy or annuity contract purchased from an insurance company.
- (e) "Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action (as those terms are defined in Section 2 of the Lobbyist Registration Act), (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the persons official duties.
- (f) "Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected State office, or who has been nominated to fill a vacancy in nomination, and who remains eligible for placement on the ballot at either a general primary election or a general election.
- (g) "Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of employment with the Board.
- (h) "Contract Management Authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a contract. This includes, without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms, and supervision of contract performance.
- (i) "Direct Economic Interest." A person is considered to have a direct economic interest if he, his spouse or a member of his household:
  - 1. is the proprietor of a sole proprietorship;
  - 2. owns a five percent or greater interest of any class of stock of a corporation by vote or value;
  - 3. owns a five percent or greater interest in the profits or capital of a partnership;
  - 4. owns a five percent or greater beneficial interest in a trust; or
  - 5. is an officer or director of a corporation, the general or managing partner of a partnership, or the trustee of a trust.
- (j) "Indirect Economic Interest." A person is considered to have an indirect economic interest if the person's relative who is not a member of the person's household:
  - 1. is the proprietor of a sole proprietorship;
  - 2. owns a five percent or greater interest of any class of stock of a corporation by vote or value;
  - 3. owns a five percent or greater interest in the profits or capital of a partnership; or
  - 4. owns a five percent or greater beneficial interest in a trust, or is an officer or director of a corporation, general or managing partner of a partnership, or the trustee of a trust.
- (k.) Exclusions. Direct or Indirect Economic Interest shall not include:
  - 1. any interest of the spouse or domestic partner of an employee who does not exercise Contract Management Authority and which interest is related to the spouse's or domestic partner's independent occupation, profession or employment;
  - 2. any ownership of less than five percent of any class of stock of a corporation
  - 3. the authorized compensation paid to an official or employee for his office or employment;

- 4. any economic benefit provided by the Board equally to all residents of the city;
- 5. time or demand deposit in a financial institution;
- 6. an endowment or insurance policy or annuity contract purchased from an insurance company;
- 7. compensation for property taken for use by the Board pursuant to the eminent domain power; and
- 8. economic interests or other rights obtained by Board employees through a collective bargaining agreement.
- 9. a Board member's participation as an officer or director of a not for profit entity

(l) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the Board in an amount in excess of \$10,000.00 in any 12 consecutive months.

(m) "Domestic partner" means anyone who is registered with the CPS Department of Employee Benefits as the Domestic Partner of any official or employee, or any person who qualifies to be registered as Domestic Partner based on following criteria is at least 18 years of age, unmarried (single, divorced, widowed), and residing in the same residence with an unmarried official or employee of the same sex, these two not being related by blood closer than would bar marriage in the State of Illinois, ~~and~~ two of the following circumstances apply: (1) they have been residing together for at least 12 months; (2) they have common or joint ownership of a residence; (3) they jointly own a motor vehicle, credit account, checking account, or residential lease; or (4) one or both have declared the other as the primary beneficiary on his or her will

(n) "Employee" includes principals and all other employees of the Board, regardless of classification and regardless of whether employed on a full time or part time basis.

(o) "Expenditure" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.

(p) "Financial interest" means (i) any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500.00 per year (ii) any interest with a cost of present value of \$5,000.00 or more; or (iii) any interest representing more than 10 percent of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit. Financial interest shall not include (a) any interest of the spouse or domestic partner of an official or employee which interest is related to the spouse's or domestic partner's independent occupation, profession or employment, (b) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment (d) any economic benefit provided equally to all residents of the city, (e) a time or demand deposit in a financial institution; or (f) an endowment or insurance policy or annuity contract purchased from an insurance company.

(q) "Gift" means anything of value given without consideration or expectation of return

(r) "Official" includes members of the Board and members of Local School Councils.

(s) "Person" means any individual or legal entity, whether or not operated for profit, and regardless of its form.

(t) "Prohibited political activity" means:

- 1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- 2. Soliciting contributions including, but not limited to, the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- 3. Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution.
- 4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- 5. Surveying or gathering information from potential or actual voters in an election to determine possible vote outcome in connection with campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- 6. Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- 7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- 8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention
15. Participating in any recount or challenge to the outcome of any election, except to the extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution each house of the General Assembly shall judge the elections, returns, and qualifications of its members.

(u) "Relative" means a person related to an official or employee, whether by blood, marriage or adoption and shall include the following: spouse, parent, son, daughter, step-son, step-daughter, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-brother, step-sister, half-brother, half-sister, first cousin, great aunt or uncle, or the spouse's sister-in-law, brother-in-law, or grandparents

(v) Use of the masculine includes the feminine.

(w) Use of the singular includes the plural and use of the plural includes the singular

(x) "Secondary employment" means any non-Board employment or activity for which an employee receives any type of remuneration for services rendered

### 3. Fiduciary Duty

At all times in the performance of their public duties, officials and employees of the Board owe a fiduciary duty to the Board and to the taxpayers of the City of Chicago and the State of Illinois

### 4. Use of Board Property and Funds

Board property and funds shall be used only for Board purposes and in the manner specified or directed by the Board. No official or employee shall engage in or permit the misuse of Board property or funds

### 5. Nepotism Prohibited

- (a) No official or employee of the Board, including principals, assistant principals and members of Local School Councils, shall hire or advocate for hiring, or appoint or advocate for appointment, in any Board facility, including any school, in which the official or employee serves or over which he exercises authority, supervision, or control any person (i) who is a relative or domestic partner of that official or employee, or (ii) in exchange for or in consideration of the hiring or appointment of any of that official's or employee's relative or domestic partner by any other official or employee.
- (b) No person may be hired for, or transferred to, a position in which he would exercise supervision and evaluation authority over a relative or domestic partner who is employed at that school or Board facility.
- (c) No person may become a contract principal at a school in which a relative or domestic partner of that person is employed or is a member of the Local School Council. No person, otherwise eligible, shall be a candidate for, or be appointed to, a Local School Council for a school where the person's relative or domestic partner is the principal.
- (d) The prohibitions contained in subsections (a), (b) and (c) will not apply when supervisory changes and/or teaching vacancies occur during the school term. In these instances, employees will be permitted to supervise relatives and domestic partners for the duration of the school year. However, no situation prohibited by subsection (a), (b), and (c) shall be permitted or accepted for the subsequent school year or thereafter.
- (e) No official or employee shall exercise Contract Management Authority where any relative or domestic partner of the official or employee is employed by or has contracts with any person doing work over which the official or employee has or exercises contract management authority.
- (f) No Local School Council Member may recommend or advocate any personnel action which affects any of his or her relatives or any domestic partner employed at the school affiliated with that Local School Council Member. No relative or domestic partner of a Local School Council Member shall be hired as a consultant, employee or in any other capacity at the school affiliated with that Local School Council Member. If a relative or domestic partner of a Local School Council Member is employed at the school at which

the Local School Council Member serves, the Local School Council Member shall abstain from voting on approval of the expenditure plan and approval of the school improvement plan.

- (g) No official or employee shall use or permit the use of his position to assist any relative or domestic partner in securing employment or contracts with any person over whom the employee or official exercises Contract Management Authority. Employment of a relative or domestic partner of such an official or employee within six months after expiration of the official's term of office or the employee's employment shall be evidence that the relative's employment was obtained in violation of this Policy. Contracting with a relative or domestic partner of such an official or employee by such a person within six months before, during the term of, or within six months after the official's term of office or employment shall be evidence that the relative's or domestic partner's contract was obtained in violation of this Board Policy.

**6. Economic Interest in Contracts and Board Work Prohibited for all Board Officials and Employees**

- (a) No official of the Board or employee shall have a direct economic interest in his own name or in the name of any other person in any contract, work or business of the Board, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is either (i) paid with funds belonging to or administered by the Board or (ii) authorized by action of the Board.
- (b) A Board member who has an indirect economic interest in the name of any person, trustee, or corporation in any contract, work, business or sale on which the Board shall be called upon to vote shall: (i) disclose such economic interest publicly at a Board Meeting prior to any vote being taken on the matter and (ii) abstain from voting on the matter.
- (c) Unless sold pursuant to a process of competitive bidding following public notice, no official or employee shall have direct economic interest in the purchase of any property that: (i) belongs to the Board, or (ii) is sold by virtue of legal process in a suit involving the Board.
- (d) Board members shall use judgment to avoid conflicts of interest by recusing themselves or otherwise refrain from participating in the business matters of not for profit entities that also involve Board business or interests.
- (e) This Section 6 shall not apply to Local School Council members.

**7. Economic Interest in Contracts and School Work Prohibited for all Local School Council Members**

- (a) No Local School Council member shall have a direct or indirect economic interest, in his own name or in the name of any other person, proprietorship, partnership, trust or corporation in any contract, work or business of the school in which he serves. In addition, no Local School Council member shall have a direct or indirect economic interest in the sale, purchase or lease of any article, for which the expense, price or consideration is paid by his Local School Council or by the school in which he serves, if the member may be called upon to vote on entering into such sale, purchase or lease.
- (b) No Parent or Community Local School Council member shall receive any form or remuneration or parent stipend from his school, except that the Board of Education may provide for reimbursement of members of Local School Councils for reasonable and necessary expenses (excluding lodging or meal expenses) incurred in the performance of their duties.
- (c) A teacher representative on a Local School Council who intends to apply for the principalship of the school in which he or she serves as a council member shall abstain from voting on the question of whether the current principal's contract shall be renewed. If a teacher representative on a Local School Council votes on the question of whether the present principal's contract shall be renewed and if the Local School Council votes not to renew the contract of the present principal, the voting teacher representative shall be ineligible to apply for that vacancy. The teacher representative must resign from his Local School Council prior to the start of the selection process for the principalship. Any teacher representative who does not resign from his Local School Council prior to the start of the principal selection process shall be ineligible to apply for the position of principal at that school.

**8. Employee Exercising Contract Management Authority**

An employee who exercises contract management authority regarding any Board business or transaction shall not exercise such authority in connection with:

- (a) Board business with an entity in which the employee has financial interest; or
- (b) Board business with a person with whom the employee has an employment relationship; or

- (c) Board business with a person with whom the employee has a business relationship, or and
- (d) Any contract in which the employee's spouse or domestic partner has a financial interest; or
- (e) Board business with any entity (including not for profits) where the employee is a member of the entity's governing body.

**9. Conflict of Interest - Improper Influence**

- (a) No official or employee shall make, participate in making, or in any way attempt to use his position to influence any Board decision or action in which he knows or has reason to know that he has any direct or indirect economic interest distinguishable from that of the general public.
- (b) No Board employee shall recommend or retain or hire as a Board employee or Board vendor any person with whom the employee has a business relationship
- (c) No official or employee shall participate in any Board business that involves an entity (including not for profits) where the employee is a member of either the entity's governing body or the entity's management team.

**10. Offering, Receiving and Soliciting Gifts, Loans or Favors**

- (a) No person shall give to any official or employee, or to his spouse or domestic partner or other member of his household, and none of them shall solicit or accept, any anonymous gift.
- (b) No person shall give or offer to any official, employee or Board contractor, or to his spouse or domestic partner or other member of his household, and none of them shall accept, anything of value, including, but not limited to, a gift, favor, loan or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official, employee or Board contractor concerning the business of the Board would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50.00 does not involve such an understanding.
- (c) No person who has a direct or indirect economic interest in a specific Board business, service or regulatory transaction shall give, directly or indirectly, to any official or employee whose decision or action may be substantially affect such transaction, or to his spouse or domestic partner or other member of his household, and none of them shall accept, any gift or loan of (i) cash or its equivalent regardless of value or (ii) an item or service other than an occasional one or nominal value (less than \$50.00); provided however, that the items or services from any one source do not exceed a cumulative value of \$100.00 during any calendar year. Nothing herein shall be construed to prohibit such official or employee, or his/her spouse, domestic partner or other member of his household, from accepting gifts from relatives
- (d) Except as prohibited in subsections (a) and (b), nothing in this Section X shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances, or ceremonies related to official Board business, if furnished by the sponsor of such public event.
- (e) Any gift given in violation of the provisions of this Section shall be turned over to the Chief Financial Officer, who shall add the gift to the inventory of Board property
- (f) Nothing in this Section 10 shall prohibit any official or employee, or his spouse or domestic partner or other member of his household, from accepting a gift on the Board's behalf; provided, however, that the person accepting the gift shall promptly report receipt of the gift to the Board and to the Chief Financial Officer, who shall add it to the inventory of Board property.
- (g) Any official or employee who receives any gift or money for participating in the course of his public employment in speaking engagements, lectures, debates or organized discussion forums shall report the payment to the Board within five business days

**11. Solicitation or Receipt of Money for Advice or Assistance**

No official or employee, or his spouse, domestic partner or other member of his household, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of

future employment, in return for advice or assistance on matters concerning the operation of business of the Board; provided, however, that nothing in this Section 11 shall prevent an official or employee or the spouse or domestic partner of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's official duties and responsibilities and rendered as part of his non-Board employment, occupation or profession.

## 12. Secondary Employment

(a) No employee may engage in any secondary employment that is in conflict with the duties or demands of his Board employment. Before obtaining or accepting any secondary employment that is not prohibited by the first sentence of this Section 12 (a), employee must notify the Ethics Officer of the following: the name and address of the secondary employer; the location of the proposed secondary employment, if different from the secondary employer's address; the nature and duties of the secondary employment, and the anticipated hours of the secondary employment. If the employee derives income from his own business or provides personal or professional services to third parties, such information, including the nature of the business or services and the approximate number of hours per month or year, as appropriate, spent on such business or service must be reported to the Ethics Officer.

(1) Before obtaining or accepting any secondary employment that is not prohibited by the first sentence of this Section 12 (a), the employee must complete the Board's Secondary Employment Approval Form and obtain written approval as indicated in the following section.

- i. The Chief Executive Officer, the Chief Financial Officer, the General Counsel, the Inspector General and all employees of the administrative office of the Board must obtain written approval from the President of the Board.
- ii. Other executive officers and officers must obtain written approval from the Chief Executive Officer.
- iii. Area office employees must obtain written approval from their Chief Area Officer
- iv. School based employees must obtain written approval from their Principal
- v. All other employees must obtain written approval from their department head or designee.

(2) The Secondary Employment Approval Form must include at least the following information: the name and address of the secondary employer, the location of the proposed secondary employment, if different from the secondary employer's address, the nature and duties of the secondary employment, and the anticipated hours of the secondary employment. If the employee derives income from his own business or provides personal or professional services to third parties, such information shall also include the nature of the business or services and the approximate number of hours per month or year, as appropriate, spent on such business.

(3) The completed Secondary Employment Approval Form, including appropriate supervisory approval, must be sent to the Ethics Officer. The Ethics Officer shall review all Secondary Employment Approval forms to ensure that the terms of employees' secondary employment complies with the Code. The Ethics Officer is authorized to reverse any secondary employment approvals that do not comply with this Policy or other applicable Board Policies or Rules.

(b) No non-clerical employee of the office of the Chicago Board of Education or the office of the Board's Chief Executive Officer shall have any employment relationship with any entity other than the Board. Additionally, the following employees are precluded from all secondary employment except with the written approval of the Chief Executive Officer: all chiefs, department directors, and deputy directors; employees of the Department of Procurement and Contracts; and employees of the Office of the Inspector General and all other investigative employees. Attorneys in the Law Department are precluded from all secondary employment except with the written approval of the General Counsel. Attorneys in the Law Department expressly are prohibited from performing legal work for or undertaking legal representation of any entity other than the Board of Education.

(c) Employees are permitted to serve with compensation on the boards of directors of corporate entities that are not doing business with the Board or seeking to do business with the Board. Employees must obtain prior written approval from the appropriate supervisor as outlined in Section 12(a) above.

Nothing contained in this Policy shall prohibit employees from serving without compensation on the boards of not for profit corporations, provided that an employee shall recuse himself from any vote or discussion related to the not for profit doing business or seeking to do business with the Board. Further, employees who serve on not for profit boards shall not participate in any way in the not for profit's business with the Board. This prohibition includes but is not limited to the discussion, planning or creation, supervision, development or implementation of any aspect of business that involves the

not for profit corporation's business dealings with the Board. Board employees who are serving on not for profit boards shall either resign their Board employment or discontinue their service on the not for profit Board when there exists conflicts between their Board duties and the business of the not for profit.

#### **13. Use or Disclosure of Confidential Information**

No current or former official or employee shall use or disclose, other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this Section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended. Nothing in this Section shall limit the rights afforded to "whistle blowers" pursuant to 105 ILCS 5/34-2.4c.

#### **14. Representation of Other Persons**

- (a) No official or employee may represent, or have a direct or indirect economic interest in the representation of any person other than the Board in any formal or informal proceeding or transaction before the Board or any of its committees. Nothing in this Section shall preclude any employee from performing the duties of his employment, or preclude any official from appearing without compensation before the Board or any Board committee in the course of his duties as an official.
- (b) No official or employee may have a direct or indirect economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the Board or a Local school Council is a part and that person's interest is adverse to that of the Board or the Local School Council.

#### **15. Contract Inducements**

No payment, gratuity or offer of employment shall be made in connection with any Board or Local School Council contract by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every Board contract and solicitation therefore.

#### **16. Post-employment and Post-membership Restrictions**

- (a) No former official or employee shall assist or represent any person other than the Board in any judicial or administrative proceeding involving the Board, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.
- (b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the Board, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised Contract Management Authority with respect to a contract, this prohibition shall be permanent as to that contract.
- (c) No former Board Member shall be eligible for employment by the Board in any capacity for a period of one year after the termination of his membership on the Board. During the same year, the Board shall not enter into any contracts or agreements for goods and/or services with the former member or any entity, other than a publicly traded corporation, employing the former member, unless the former member receives less than \$1,500 per year from the aforesaid entity.
- (d) No Local School Council member shall be eligible for any type of employment at the school at which he served as a member of the school's Local School Council, for a period of one year after the termination of his membership on said Local School Council. This paragraph (d) shall not apply to principal or teacher Local School Council members.
- (e) No former Board Member shall have any direct or indirect economic interest in any Board contract for a period of one year after the termination of his membership on the Board.
- (f) No Local School Council member shall have any direct or indirect economic interest in a contract involving the school at which he served as a Local School Council member for a period of one year after the termination of his membership on said Local School Council.

#### **17. Disclosures**

- (a) An employee must file with the Board's Chief Purchasing Office, on a form to be provided by the Office of the Chief Purchasing Officer, any ownership interest that his or her spouse or domestic partner has in an entity that does business with the Board.

- (b) All contracts and leases to which the Board is a party shall be accompanied by a disclosure of the name and address of:
  - 1. each attorney who was retained by the Board vendor in connection with the contract or lease;
  - 2. each lobbyist who was retained by the Board vendor in connection with the contract or lease;
  - 3. each consultant who was retained by the Board vendor in connection with the contract or lease; and
  - 4. any other person who will be paid any fee for communicating with Board employees or officials when such communications are intended to influence the issuance of the contract or lease.
- (c) The above-listed disclosures, as well as any other disclosures that must be submitted to the Board by persons entering into contracts or leases with the Board, are to be kept in a form which allows their inspection by the public or any other entity.
- (d) In order to assist candidates for public office in monitoring compliance with Chicago's ordinance which sets an upper limit of \$1,500.00 on campaign contributions by an entity that does business with the Board or has done business with the Board during the past four years, the office of the Board's Chief Purchasing Officer shall submit to the City of Chicago a list of all entities that have done business with the Board during the past four years. A revised list including this information shall be submitted to the City each month

**18. Filing of Statements of Economic Interests**

All employees and Board officials must file annual Statements of Economic Interests as required by Board Rule and Policies.

**19. Prohibited Political Activities**

- (a) Employees shall not intentionally perform any prohibited political activity during any compensated time (other than vacation, personal, or compensatory time off). Employees shall not intentionally misappropriate any Board property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization.
- (b) At no time shall any Board member, supervisor, or employee intentionally misappropriate the services of any employee by requiring that employee to perform any prohibited activity (i) as part of that employee's duties, (ii) as a condition of employment, or (iii) during any time off that is compensated by the Board (such as vacation, personal or compensatory time off).
- (c) An employee shall not be required at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.
- (d) An employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity.
- (e) Nothing in this Section prohibits activities that are otherwise appropriate for an employee to engage in as a part of his or her official employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.
- (f) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, or a political party, or of a political organization or club.

**20. Ethics Advisor**

- (a) The Chief Executive Officer, with the advice and consent of the Board of Education, shall designate an Ethics Advisor for the Board of Education. The duties of the Ethics Advisor may be delegated to an officer or employee of the Board of Education unless the position has been created as an office by the Board of Education.
- (b) The Ethics Advisor shall provide guidance to the officers and employees of the Board of Education concerning the interpretation of and compliance with the provisions of this policy and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board of Education.

**21. Penalties for Violations**

- (a) Any employee who violates this Board Policy may be subject to discipline, including suspension or dismissal.
- (b) Any official who violates this Board Policy may be subject to disqualification from office.
- (c) Any person found to have violated those provisions of this Policy covered by the State Officials and Employees Ethics Act, where no other penalty is specifically provided, may be referred to the appropriate prosecutorial authority and may be subject to a fine of not less than \$500.00 and not more than \$2,000.00.
- (d) Any Board contractor found to have violated any provision of this Policy may be prohibited from entering into any contract with the Board of Education for up to three years.

**22. Statutory Compliance**

Those covered by this policy shall abide by any and all applicable state and federal statutes that pertain to the matters addressed in this Code of Ethics.

**23. Effective Date**

~~This Board Policy shall be in effect beginning June 23, 2004, except where the above enumerated conduct was previously prohibited by law or current or previous Board policy. Amendments to this policy take effect upon Board approval.~~

~~This Code of Ethics of the Chicago Board of Education supersedes Resolution 00-0117-RS2 to Prohibit Conflicts of Interests, enacted on January 17, 1990.~~

**Board Report 10-0428-PO1 was deferred.**

**10-0428-CO1**

**COMMUNICATION RE: LOCATION OF  
BOARD MEETING OF MAY 26, 2010**

**Mary B. Richardson-Lowry, President, and  
Members of the Board of Education**

Norman R. Bobins  
Dr. Tariq H. Butt  
Alberto A. Carrero, Jr.  
Peggy A. Davis  
Clare M. Muñana  
Roxanne Ward

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, May 26, 2010 will be held at:

The Central Administration Building  
125 South Clark Street  
Chicago, Illinois 60603  
Board Chamber - 5<sup>th</sup> Floor

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1<sup>st</sup> Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12:30 p.m., and will be followed immediately by the Business portion of the meeting.

10-0428-EX1\*

**TRANSFER OF FUNDS**  
Various Units and Objects

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

The various transfers of funds were requested by the Central Office Departments during the month of March. All transfers are budget neutral. A brief explanation of each transfer is provided below:

**1. Transfer from Area High School Education Office 24 to Chicago Discovery Academy**

Rationale: Site license for Accelerated Reader software. Per Sonya Fitzpatrick -Isg 84962.

Transfer From:	Unit	Area High School Education Office 24	05241
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Miscellaneous Charges	57940
	Program	School Improvement - School Based Programs - Pd	221067
	Grant	Discretionary Arra	430101
Transfer to:	Unit	Chicago Discovery Academy	55041
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Commodities: Software	53306
	Program	Sip - Differentiated Instruction Support Strategies- Instruction	111125
	Grant	Discretionary Arra	430101

Amount: \$1,000.00

**2. Transfer for Citywide - Language & Culture**

Rationale: Add'l funds travel expenses related to ISBE Arabic Program.

Transfer From:	Unit	Citywide - Language & Culture	11540
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Services - Professional & Technical	54125
	Program	Language Arts-Curriculum	221215
	Grant	Arts & Foreign Language - Olc	396223
Transfer to:	Unit	Citywide - Language & Culture	11540
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Travel Expense	54205
	Program	Language Arts-Curriculum	221215
	Grant	Arts & Foreign Language - Olc	396223

Amount: \$1,000.00

**3. Transfer from CW - Office of Extended Learning Opportunities to Chicago International Charter School (CICS)- Basil**

Rationale: Transfer of funds needed for CSI.

Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Professional & Technical	54125
	Program	Community School Initiative	390011
	Grant	Supplementary	430089
Transfer to:	Unit	Chicago International Charter School (CICS)- Basil Campus	66231
	Fund	NCLB Title I Regular Fund	332
	Account	Student Tuition - Charter Schools	54320
	Program	Community School Initiative	390011
	Grant	Supplementary	430089

Amount: \$1,000.00

**4. Transfer from Citywide - Office of Teaching & Learning to Charles Allen Prosser Career Academy**

Rationale: CERAP - EPA-funded project to purchase supplies at Prosser High School

Transfer From: Unit Citywide - Office of Teaching & Learning 10830  
 Fund Miscellaneous Federal & State Block Grants 324  
 Account Commodities - Supplies 53405  
 Program Environmental 253522  
 Grant Us Environmental Protection Agency 502049

Transfer to: Unit Charles Allen Prosser Career Academy 53041  
 Fund Miscellaneous Federal & State Block Grants 324  
 Account Commodities - Supplies 53405  
 Program Environmental 253522  
 Grant Us Environmental Protection Agency 502049

Amount: \$1,000.00

**5. Transfer from Citywide - Office of Teaching & Learning to William Jones Academic Magnet High School**

Rationale: Transfer funds for supplies - ITG # 85278.

Transfer From: Unit Citywide - Office of Teaching & Learning 10830  
 Fund Government Funded School Based Grants 326  
 Account Miscellaneous Charges 57940  
 Program Service Learning 390003  
 Grant K-12 Learn & Serve Grant 491018

Transfer to: Unit William Jones Academic Magnet High School 47021  
 Fund Government Funded School Based Grants 326  
 Account Commodities - Supplies 53405  
 Program Service Learning 390003  
 Grant K-12 Learn & Serve Grant 491018

Amount: \$1,000.00

**1666. Transfer from Citywide Capital/Operations to George Washington Carver Middle**

Rationale: Rec. of Contract Award - Project 2010-41011-CSP

Transfer From: Unit Citywide Capital/Operations 12150  
 Fund SuperFund 499  
 Account Services - Contractual 54105  
 Program Capital Bond Fund 253506  
 Grant Default Value 000000

Transfer to: Unit George Washington Carver Middle 41011  
 Fund SuperFund 499  
 Account Property - Permanent Improvement 56215  
 Program Reserve For New Schools-Facil 254013  
 Grant Default Value 000000

Amount: \$3,258,000.00

**1667. Transfer from Citywide Capital/Operations to Edgebrook School**

Rationale: Per S. Marerik - funds for addition project.

Transfer From: Unit Citywide Capital/Operations 12150  
 Fund SuperFund 499  
 Account Services - Contractual 54105  
 Program Capital Bond Fund 253506  
 Grant Default Value 000000

Transfer to: Unit Edgebrook School 23071  
 Fund SuperFund 499  
 Account Services - Contractual 54105  
 Program Modern Schools Across Chicago Expansion 253534  
 Grant Default Value 000000

Amount: \$5,000,000.00

1668. Transfer from Citywide Capital/Operations to John W Garvy School

Rationale: Per S. Marek - funds for addition project.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	SuperFund	499
	Account	Services - Contractual	54105
	Program	Capital Bond Fund	253506
	Grant	Default Value	000000
Transfer to:	Unit	John W Garvy School	23301
	Fund	SuperFund	499
	Account	Services - Contractual	54105
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Default Value	000000
Amount:	\$5,000,000.00		

1669. Transfer from Citywide Capital/Operations to Sauganash Elementary School

Rationale: Per S. Marek - funds for addition project.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	SuperFund	499
	Account	Services - Contractual	54105
	Program	Capital Bond Fund	253506
	Grant	Default Value	000000
Transfer to:	Unit	Sauganash Elementary School	25211
	Fund	SuperFund	499
	Account	Services - Contractual	54105
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Default Value	000000
Amount:	\$5,000,000.00		

1670. Transfer from Citywide Capital/Operations to William B Ogden School

Rationale: For the design and construction of new Ogden ES. BR 09-0422-RS15.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	SuperFund	499
	Account	Services - Contractual	54105
	Program	Modern Schools Across Chicago	253533
	Grant	Default Value	000000
Transfer to:	Unit	William B Ogden School	24731
	Fund	SuperFund	499
	Account	Services - Contractual	54105
	Program	Modern Schools Across Chicago	253533
	Grant	Default Value	000000
Amount:	\$5,000,000.00		

\*[Note: The complete document will be on File in the Office of the Board]

10-0428-EX2

**AMEND BOARD REPORT 09-1123-EX7  
 AMEND BOARD REPORT 09-0826-EX8  
 AMEND BOARD REPORT 08-0924-EX8  
 AMEND BOARD REPORT 08-0602-EX7  
 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH  
 UNO CHARTER SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

Approve the renewal of the Charter School Agreement with UNO Charter School Network for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This September 2008 amendment is necessary to authorize the UNO Charter School Network to (a) establish a two new campuses, an elementary campus in 2009 and a high school campus in 2010, to be located in a new facility at the intersection of south Homan Avenue and 51<sup>st</sup> Street (b) increase their at capacity enrollment by 1200 to 5830 and (c) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2009 amendment is necessary to (a) change the names of the UNO Charter School – Archer Heights Campuses, (b) identify a temporary location for the UNO Charter School – Octavio Paz Primary and Intermediate Campuses for the 2009-2010 school year only, (c) temporarily adjust the at capacity enrollment for each of the Octavio Paz Campuses for the 2009-2010 school year, (d) change the grade structure for each of the Octavio Paz Campuses, and (e) change the start date for the UNO Charter School – Gage Park Campus. The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1, as the notice to use this location was late due to exigent circumstances related to the structural repairs needed at the current facility of the Octavio Paz Primary Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This November 2009 amendment is necessary to authorize the UNO Charter School Network to (a) establish a new elementary school campus in the fall of 2011 to be located at a facility to be determined and (b) increase the overall at capacity enrollment at the charter school by 600 to 6430 students for the 2011-2012 school year. The obligation to secure and prepare the independent facility to open in the fall of 2011 is the responsibility of the charter school. This amendment is also necessary to clarify the authority period for subpart (e) in the preceding paragraph - change in the start date for the UNO Charter School – Gage Park Campus. Both require amendments to the Charter School Agreement. The authority granted herein shall automatically rescind in the event written amendments to the Charter School Agreement are not executed by the Board and the charter school's governing board within the timeframe specified in the amended Board Report identifying and approving the site location. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2010 amendment is necessary to authorize the UNO Charter School Network to (a) identify the independent facility at 2744 W. Pershing as the location for the UNO Charter School – Gage Park Campus, (b) identify the independent facility at 2651 W. 23<sup>rd</sup> Street as the permanent location for the UNO Charter School – Octavio Paz Campus, and (c) consolidate the UNO Charter School – Octavio Paz Primary Campus and the UNO Charter School – Octavio Paz Intermediate Campus into one attendance center identified by one unit number serving grades K-8. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

**CHARTER SCHOOL:** UNO Charter School Network  
954 West Washington Boulevard  
Chicago, IL 60607  
Phone: (312) 432-6301  
Contact Person: Juan Rangel, President

**OVERSIGHT:** Office of New Schools  
125 S. Clark, 5<sup>th</sup> Floor  
Chicago, IL 60603  
(773) 553-1530  
Contact Person: Jaime Guzman, Acting Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 97-1217-EX2) was for a term commencing July 1, 1998 and ending June 30, 2003 and authorized the operation of a charter school serving no more than 800 students in grades K – 8 on two campuses. The campus serving grades K – 3 was located at 2651 W. 23<sup>rd</sup> Street. The campus serving grades 4 – 8 was located at 2401 W. Congress. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2003 and ending June 30, 2008 (authorized by Board Report 03-0225-EX7) and authorized an increase in the maximum student enrollment to permit 1060 students in grades Pre-K – 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 05-0622-EX2: Approved the establishment of a new campus (Rufino Tamayo Campus) located at 5157 S. California and an increase of the enrollment cap to 1310. Also approved the change in charter school name from Octavio Paz Charter School to UNO Charter School.
- Board Report 05-1026-EX2: Approved the address correction for the Rufino Tamayo Campus to 5135 S. California.
- Board Report 06-0222-EX15: Approved the establishment of 2 new elementary campuses and to increase the at capacity enrollment of the Rufino Tamayo Campus to 297. The Bartolome de Las Casas Campus is located at 1641 W. 16<sup>th</sup> Street and was approved to open serving a maximum student enrollment of 261 students in grades K – 8. The Carlos Fuentes Campus is located at 2845 W. Barry and was approved to open a maximum student enrollment of 504 students in grades K – 8. The UNO Charter School enrollment cap increased to 2122 students.

- Board Report 06-1115-EX4: Approved the establishment of 4 additional campuses. The first campus (Brighton Park) is located at 2916 W. 47<sup>th</sup> Street, serves an at capacity of 522 students in grades K – 8. All remaining campuses are located at 4248 W. 47<sup>th</sup> Street. Two campuses (Archer Heights – North and Archer Heights – South) will serve a total of 522 students each in grades K – 8. The 3<sup>rd</sup> Archer Heights Campus will serve a total of 522 students in grades 9 – 12. The UNO Charter School enrollment cap increased to 4210 students
- Board Report 07-0124-EX2: Approved the correction of the start date of the Brighton Park Campus to 2007.
- Board Report 07-0822-EX7: Approved the name change of the UNO Charter School - Brighton Park Campus to UNO Charter School – Officer Donald J. Marquez Campus.
- Board Report 07-0926-EX3: Approved the correction of the at capacity enrollment of the Bartolome de las Casas Campus to 297, the correction of the at capacity enrollment of the Carlos Fuentes campus to 576, and the correction of the entire enrollment capacity for all campuses to 4318.

The agreement incorporates an accountability plan where the school is evaluated by the board each year based on numerous factors related to its academic, financial and operational performance.

**CHARTER RENEWAL PROPOSAL:** UNO Charter School Network (UNO) submitted a renewal proposal on October 5, 2007, to continue the operation of the UNO Charter School under a unified mission. UNO has since modified its renewal proposal to include commitments to operate the eight (8) campuses unified through the use of uniform assessment plans and performance standards, curriculum and school calendar alignment, as well as standard governance, operational, employment, educational and admissions policies. The Charter School shall serve grades K - 12 with a maximum student enrollment of 4318 students

In addition, the UNO Charter School Network was awarded pre-qualified status for a term commencing January 1, 2008 through December 31, 2011 to provide designated services in the form of opening a maximum of four (4) schools or campuses during the awarded pre-qualification period, with a maximum number of two (2) schools or campuses per year (authorized by Board Report 07-1114-EX4). Award of a subsequent agreement to UNO for the opening of these additional campuses during this pre-qualification period is contingent upon the school operator submitting timely responses to requests for additional information (RFI), in addition to the school operator meeting specific requirements as outlined in Board Report 07-1114-EX4

UNO Charter School Network also submitted a material modification in February of 2008 to (a) formally recognize the existing Octavio Paz Primary Campus located at 2651 W. 23<sup>rd</sup> Street and the existing Octavio Paz Intermediate Campus located at 2401 W. Congress each as its own campus with an at capacity enrollment not to exceed 530 at each campus, (b) increase the at capacity enrollment of the Officer Donald J. Marquez, Archer Heights – North, Archer Heights – South and Archer Heights High School Campuses each to 600 and (c) increase the at capacity enrollment of the entire UNO Charter School Network from 4318 to 4630

On June 28, 2008, UNO Charter School Network submitted a proposal in response to the Renaissance 2010 Request for Proposals to open two new campuses as a part of their pre-qualified status (authorized by Board Report 07-1114-EX4). It is anticipated that the new campuses will be located at the intersection of south Homan Avenue and 51<sup>st</sup> Street where UNO Charter School Network will begin construction of a new facility to house both campuses. UNO Charter School Network proposes to establish the UNO Charter School – Gage Park Campus, an elementary school expected to open at full capacity in the fall of 2009, serving 600 students in grades K-8. UNO Charter School Network proposes to establish the UNO Charter School – Academy High School Campus, expected to open in the fall of 2010, serving 150 students in grades 9. That campus will grow to serve an at capacity enrollment of 600 students in grades 9 through 12. The at capacity enrollment of the entire UNO Charter School Network will increase by 1200 students to 5830. A public hearing, as required by statute, was held on September 3, 2008 and an additional community form was held on September 16<sup>th</sup>

The UNO Charter School Network is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the charter school agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and UNO Charter School Network for operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract

In July 2009, the UNO Charter School Network submitted a material modification to (a) change the names of the UNO Charter School – Archer Heights North Campus to the SPC Daniel Zizumbo Campus, UNO Charter School – Archer Heights South Campus to the PFC Omar E. Torres Campus, and the UNO Charter School – Archer Heights High School Campus to the Major Hector P. Garcia MD Campus; (b) identify the former De La Cruz facility at 2317 W. 23<sup>rd</sup> Place as a temporary location for the UNO Charter School – Octavio Paz Primary and Intermediate Campuses for the 2009-2010 school year only; (c) temporarily adjust the at capacity enrollment for the Octavio Paz Campuses for the 2009 – 2010 school year to 305 for the Primary Campus and 175 for the Intermediate Campus; (d) change the grade structure for the Octavio Paz Primary Campus to serve grades K through 5 and for the Octavio Paz Intermediate Campus to serve grades 6 through 8; and (e) change the start date for the UNO Charter School – Gage Park Campus from 2009 to 2010. A public hearing on the proposed changes was held on Friday, August 21, 2009. The hearing was recorded and a summary of the hearing is available for review.

On July 15, 2009, UNO Charter School Network submitted a proposal in response to the Renaissance 2010 Request for Proposals to open one new campus as a part of its pre-qualified status (authorized by Board Report 07-1114-EX4). The new campus is expected to open at full capacity in the fall of 2011 serving 600 students in

grades K-8 at a site to be determined. The overall at capacity enrollment of the UNO Charter School Network will increase by 600 students to 6430 for the 2011-2012 school year. Public hearings, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review.

In March 2010 UNO Charter School Network submitted a material modification to (a) identify the independent facility at 2744 W. Pershing as the location for the UNO Charter School – Gage Park Campus, (b) identify the independent facility at 2651 W. 23<sup>rd</sup> Street as the permanent location for the UNO Charter School – Octavio Paz Campus, and (c) consolidate the UNO Charter School – Octavio Paz Primary Campus and the UNO Charter School – Octavio Paz Intermediate Campus into one attendance center identified by one unit number serving grades K-8. A public hearing on the proposed changes was held on Tuesday, April 20, 2010. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2008 - 2009 Enrollment	At Capacity Enrollment
Octavio Paz Primary Campus	1998	2317 W. 23 <sup>rd</sup> Place (for 2009-2010 school year only) 2651 W. 23 <sup>rd</sup> Street	K - 5 8	348 410 (in 10-11)	(306 for 09-10 school year); thereafter increase to 630 1060
Octavio Paz Intermediate Campus	1998	2317 W. 23 <sup>rd</sup> Place (for 2009-2010 school year only)	6 - 8	436	(176 for 09-10 school year); thereafter increase to 530
Rufino Tamayo	2005	5135 S. California	K - 8	261	297
Bartolome de las Casas	2006	1641 W. 16 <sup>th</sup> Street	K - 8	261	297
Carlos Fuentes	2006	2845 W. Barry	K - 8	522	576
Officer Donald J. Marquez	2007	2916 W. 47 <sup>th</sup> Street	K - 8	522	600
SPC Daniel Zizumbo Campus	2008	4248 W. 47 <sup>th</sup> Street	K - 8	522	600
PFC Omar E. Torres Campus	2008	4248 W. 47 <sup>th</sup> Street	K - 8	522	600
Major Hector P. Garcia MD Campus	2008	4248 W. 47 <sup>th</sup> Street	9 - 12	180	600
Gage Park Campus	2010	South Homan Avenue & 51 <sup>st</sup> Street 2744 W. Pershing	K - 8	600 (in 10-11)	600
Academy High School Campus	2010	South Homan Avenue & 51 <sup>st</sup> Street	9 - 12	150 (in 10-11)	600
Elementary School Campus	2011	TBD	K - 8	600 (in 11-12)	600

Once the new Gage Park and Academy High Campuses anticipated to open in the fall of 2010 respectively are ready for occupancy, the Office of New Schools will propose amended Board Reports providing the full address for each of those campuses. The Charter School Agreement will be amended consistent with those amended Board Reports.

**CONTINGENT APPROVAL:** Approval to open the new elementary school campus in the fall of 2011 and the execution of an amendment to the Charter School Agreement are contingent upon a final review and approval of the new elementary school campus proposal, an assessment of the District's need for this charter school campus based upon demographics and student demands, any required subsequent public hearings, and Board approval of the proposed school site. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by March 15, 2011. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the approval to open this new campus. A final review of this new campus proposal will be conducted by the Chief Executive Officer on or before April 15, 2011 to determine final approval or denial of the new campus proposal and satisfactory resolution of all material issues related to the opening of the new elementary school campus.

The obligation to secure and prepare an independent facility for the elementary school campus opening in the fall of 2011 is the responsibility of the charter school. The Board is not undertaking any responsibility for securing a facility in the event the charter school is unable to do so.

**CHARTER EVALUATION:** After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of UNO's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of the three campuses in which teaching and learning, leadership and governance, and the learning communities were assessed. Public hearings were conducted on January 9, 2008 and May 13, 2008 to receive public comment on the application to renew the Charter School Agreement with UNO Charter School Network for an additional five years. There was no public testimony, oral or written, from anyone in opposition of the renewal of UNO Charter School. In addition, the Office of New Schools evaluated the school's student performance. From 2003-2004 to 2006-2007, UNO received 22 out of 38 high ratings and 16 out of 38 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. Since 2003-2004, the charter schools attendance rate has averaged 94%. From 2003-2004 to 2006-2007, the percentage of students meeting/exceeding state standards on the ISAT Composite has increased by 10.3 percentage points (61.3% of students meeting/exceeding state standards to 71.6%). The charter school also met Adequate Yearly Progress targets for four consecutive years (2003-04 to 2006-07). Looking across all of the school performance indicators, UNO Charter School can be categorized as "Meeting Standards" for achieving pupil performance standards using the framework put forth by the district for assessing charter school pupil performance. The Office of New Schools recommends that, based on the school's performance on these and other accountability criteria, UNO Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of UNO Charter School Network's charter agreement is being extended for a five (5) year term commencing July 1, 2008 and ending June 30, 2013.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

**LSC REVIEW:** Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2011 -2012 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this additional enrollment will be approximately \$3,670,200.00 in 2011 -2012. If UNO Charter School applies to the Renaissance Schools Fund for funding for the new elementary school campus opening in the fall of 2011 and is not approved for such funding, the Board shall provide a one-time payment to the campus for planning positions in an amount not to exceed \$170,000.00.

**GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

10-0428-EX3

**AMEND BOARD REPORT 09-1123-EX9**  
**AMEND BOARD REPORT 09-0826-EX10**  
**AMEND BOARD REPORT 09-0422-EX3**  
**AMEND BOARD REPORT 09-0325-EX14**  
**AMEND BOARD REPORT 08-1217-EX7**  
**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH**  
**NOBLE NETWORK OF CHARTER SCHOOLS**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

Approve the renewal of the Charter School Agreement with Noble Network of Charter Schools for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below. The authority to open the three (3) new campuses for which sites have not yet been identified and the corresponding increase in the maximum enrollment is contingent upon Board approval of the sites via an amended Board Report.

This March 2009 amendment is necessary to authorize the Noble Network of Charter Schools to identify a location for the Chicago Bulls College Prep Campus at 2040 W. Adams. The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1 as the notice to use this location was only five days late due to the need to finalize details related to renovations costs and present accurate data. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2009 amendment is necessary to authorize the Noble Network of Charter Schools to (a) identify a location for the Bain NUSH Grammar School Campus at 1454 W. Superior, (b) increase the first year enrollment of the Chicago Bulls College Prep Campus by 30 seats to 230, and (c) increase the first year enrollment of the Muchin College Prep Campus by 80 seats to 280. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2009 amendment is necessary to (a) approve the withdrawal of the Noble Street Charter School – Bain NUSH Grammar School Campus proposal, (b) decrease the overall at capacity enrollment of the charter school by 600 to 5,396, and (c) correct the address of the Noble Street Charter School – Golder College Prep Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This November 2009 amendment is necessary to authorize the Noble Network of Charter Schools to (a) establish a new campus in the fall of 2010 to be located at 6350 S. Stewart, (b) increase the overall at capacity enrollment by 600 to 5,996 students, and (c) approve the withdrawal of the Noble Street Charter School – Osborn College Prep Campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2010 amendment is necessary to authorize the Noble Network of Charter Schools to (a) increase the overall at capacity enrollment of the Noble Charter School - Pritzker Campus by 151 students to an overall at capacity enrollment of 750 and (b) increase the overall at capacity enrollment of the charter school by 151 students to 6,147 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

**CHARTER SCHOOL:** Noble Network of Charter Schools  
1010 North Noble Street  
Chicago, IL 60622  
Phone: (773) 862-1449  
Contact Person: Michael Milkie, Superintendent

**OVERSIGHT:** Office of New Schools  
125 S. Clark, 5<sup>th</sup> Floor  
Chicago, IL 60603  
(773) 553-1530  
Contact Person: Jaime Guzman, Acting Interim Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 98-0429-EX12) was for a term commencing July 2, 1998 (with the charter school opening for the 1999 – 2000 school year) and ending June 30, 2004 and authorized the operation of a charter school serving no more than 500 students in grades 9 – 12. The charter school was located at 1010 North Noble Street. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2004 and ending June 30, 2009 (authorized by Board Report 04-0225-EX3). The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 05-1116-EX8: Approved the establishment of 2 new campuses located at 4131 West Cortland Avenue (Cortland Campus) and 1337 West Ohio Street (Ohio Campus) and an increase of the enrollment cap to 1698. Also approved the change in charter school holder from Noble Street Charter School to Noble Network of Charter Schools.
- Board Report 06-0927-EX4: Approved the name change for the Cortland Campus to the Pritzker Campus and for the Ohio Campus to the Rauner Campus.
- Board Report 06-1115-EX5: Approved the establishment of 2 new high school campuses and to increase the overall at capacity enrollment by 1,198. The Brown Campus is located at 1460 West Superior Street and will serve a maximum student enrollment of 599 students in grades 9-12. The Maroon Campus is located at 3645 West Chicago Avenue and will serve a maximum student enrollment of 599 students in grades 9-12. The Noble Network of Charter Schools enrollment cap increased to 2,896 students.
- Board Report 07-0627-EX5: Approved the name change for the Brown Campus to the Golder College Prep Campus and the Maroon Campus to the Rowe-Clark Math & Science Academy Campus.

- Board Report 07-1024-EX5: Approved the establishment of 2 new high school campuses and to increase the enrollment cap by 100 students to 2996 for the 2007 – 2008 school year and by 1200 students for the 2008 – 2009 school year. The Comer Campus is located at 7200 South Ingleside and will serve a maximum student enrollment of 600 students in grades 9-12. The UIC Campus is located at 2350 West Ogden Avenue and will serve a maximum enrollment of 600 students in grades 9-12. The Noble Network of Charter Schools enrollment cap increased to 4196
- Board Report 08-0326-EX8: Approved the change in location for the UIC Campus from 2350 West Ogden Avenue to 1231 South Damen Avenue.
- Board Report 08-1022-EX11: Approved the establishment of 3 new campuses in the fall of 2009 and to increase their overall at capacity enrollment by 1800 to 5996 for the 2009 – 2010 school year. The Chicago Bulls College Prep Campus will be located at a site to be determined and will serve a maximum enrollment of 600 students in grades 9-12. The Muchin College Prep Campus will be located at 1 N. State, Chicago, IL 60602 and will serve a maximum enrollment of 600 students in grades 9-12. The Bain NUSH Grammar School will be located at a site to be determined and will serve a maximum enrollment of 600 students in grades K-8. Also approved was the establishment of 1 new campus in the fall of 2010 with an additional increase of the at capacity enrollment by 600 to a new total of 6596 for the 2010 – 2011 school year. The Osborn College Prep Campus will be located at a site to be determined and will serve a maximum enrollment of 600 students in grades 9-12. In addition the name change for the Comer Campus was approved. The campus will now be known as the Gary Comer College Prep Campus.

The agreement incorporates an accountability plan where the school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance

**CHARTER RENEWAL PROPOSAL:** The Noble Network of Charter Schools (Noble Street) submitted a renewal proposal on September 5, 2008, to continue the operation of the Noble Street Charter Schools under a unified mission. Noble Street has since modified its renewal proposal to include commitments to operate the eleven (11) campuses unified through the use of uniform assessment plans and performance standards, curriculum and school calendar alignment, as well as standard governance, operational, employment, educational and admissions policies. The Charter School shall serve grades K - 12 with a maximum student enrollment of 4796 students and 6596 upon subsequent Board approval of the location of the three (3) campuses with sites to be determined.

In March 2009, the Board proposed the location for the Noble Street Charter School – Chicago Bulls College Prep Campus. The Chicago Bulls College Prep Campus will be located at 2040 W. Adams. A public hearing for the proposed location was held on March 18, 2009 at Best Practices High School, located at 2040 W. Adams. The hearing was recorded and a summary report is available for review.

This site will require that the Chicago Bulls College Prep Campus share its facility with Best Practices High School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1

In April 2009, the Noble Network of Charter Schools identified a location for the Bain NUSH Grammar School Campus. The Bain NUSH Grammar School Campus will be located at 1454 W. Superior. Noble Network of Charter Schools also submitted a material modification to increase the first year enrollment of the Chicago Bulls College Prep Campus by 30 seats to 230, and to increase the first year enrollment of the Muchin College Prep Campus by 80 seats to 280. A public hearing for the proposed location and enrollment increase was held on Monday, April 20, 2009. The hearing was recorded and a summary report is available for review.

In August 2009, the Noble Network of Charter Schools notified the Office of New Schools that it would like to withdraw its proposal to open the Bain NUSH Grammar School Campus and change the overall at capacity enrollment for the charter school. A public hearing for this proposed change was held on Monday, August 17, 2009. The hearing was recorded and a summary report is available for review.

In addition, the Noble Network of Charter Schools submitted a material modification to correct the address of the Golder College Prep Campus. The correct address for the Golder College Prep Campus is 1454 W. Superior

On July 15, 2009, the Noble Network of Charter Schools submitted a proposal to open a new high school. Noble Network proposes to establish the Noble Street Charter School – Englewood Campus to be located at 6350 S. Stewart and to increase the overall at capacity enrollment by 600 students to 5,996. This site will require that Noble Street Charter School – Englewood Campus share its facility with Reed Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1. The Englewood Campus is scheduled to open in the fall of 2010 and will serve 150 students in grade 9. In successive years, the Englewood Campus will grow one grade at a time, until reaching a capacity of 600 students in grades 9-12. Public hearings, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review.

In February 2010, the Noble Network of Charter Schools submitted a material modification to (a) increase the at capacity enrollment of the Noble Charter School - Pritzker Campus by 151 students to an at capacity enrollment of 750 and (b) increase the overall at capacity enrollment of the charter school by 151 students to 6,147 students. A public hearing on the proposed changes was held on April 15, 2010. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2008 - 2009 Enrollment	At Capacity Enrollment
Noble Campus	1999	1010 N. Noble	9-12	513	600
Pritzker College Prep Campus	2006	4131 W. Cortland	9-12	436	599 750
Rauner College Prep Campus	2006	1337 W. Ohio	9-12	401	599
Golder College Prep Campus	2007	1454 W. Superior	9-12	316	599
Rowe-Clark Math & Science Academy Campus	2007	3645 W. Chicago	9-12	297	599
UIC Campus	2008	1231 S. Damen	9-12	185	600
Gary Comer College Prep Campus	2008	7200 S. Ingleside	9-12	165	600
Chicago Bulls College Prep Campus	2009	2040 W Adams	9-12	230 (in 09 - 10)	600
Muchin College Prep Campus	2009	1 N. State	9-12	280 (in 09 - 10)	600
Englewood Campus	2010	6350 S. Stewart	9-12	150 (in 10 - 11)	600

**CHARTER EVALUATION:** After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Noble Street's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of the seven campuses in which teaching and learning, leadership and governance, learning communities and services provided to English Language Learners and students with special needs were assessed. A public hearing was conducted on December 4, 2008 to receive public comment on the application to renew the Charter School Agreement with Noble Network of Charter Schools for an additional five years. There was no public testimony, oral or written, from anyone in opposition of the renewal of Noble Network of Charter Schools. Since 2004-2005, the charter school's attendance rate has exceeded 94%. In 2007-2008, zero percent of students at the Noble Street campuses dropped out of school. While Noble Street experienced a slight decline in the percent of students meeting/exceeding state standards on the PSAE Composite, Noble Street's average ACT Composite score has stayed above an 18. In 2007-2008, Noble Street's graduation rate (88.2%) ranked in the top 20 percent of district high schools. From 2004-2005 to 2007-2008, Noble Street received 37 out of 49 high ratings and 10 out of 49 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. The percentage of high ratings has increased over time. Looking across all of the school performance indicators, Noble Street Charter School can be categorized as "Making Reasonable Progress" toward achieving pupil performance standards using the framework put forth by the district for assessing charter school pupil performance.

**RENEWAL TERM:** The term of the Noble Network of Charter Schools' charter agreement is being extended for a five (5) year term commencing July 1, 2009 and ending June 30, 2014. The renewal agreement will incorporate specific conditions to be fulfilled by the charter holder and the specific timeframes in which they must be fulfilled.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

**LSC REVIEW:** Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this additional enrollment will be approximately \$1,147,050.00 ~~\$46,851.54~~ in 2010-2011. If the Noble Network of Charter Schools applies to the Renaissance Schools Fund for funding for the new campuses and is not approved for funding, the Board shall provide a one-time payment to each campus for planning positions in an amount not to exceed \$170,000.00.

**GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

**10-0428-EX4**

**AMEND BOARD REPORT 09-1123-EX15**  
**APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL**  
**AGREEMENT WITH NORTHWESTERN UNIVERSITY SETTLEMENT ASSOCIATION,**  
**AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Approve the granting of a charter and entering into a Charter School Agreement with Northwestern University Settlement Association, an Illinois not-for-profit corporation for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This April 2010 amendment is necessary to authorize the Northwestern University Settlement Association to (a) relocate the Rowe Elementary Charter School to 1424 N. Cleaver and (b) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

**SCHOOL OPERATOR:** Northwestern University Settlement Association  
1400 W. Augusta Blvd  
Chicago, IL 60622  
773-278-7471  
Contact Person: Ron Manderschied, President

**CHARTER SCHOOL:** Rowe Elementary Charter School  
1454 W. Superior 1424 N. Cleaver  
Chicago, Illinois 60622 42  
312-445-5870  
Contact Person: Ana Martinez, Principal

**OVERSIGHT:** Office of New Schools  
125 S. Clark, 5<sup>th</sup> Floor  
Chicago, IL 60603  
773-553-1530  
Contact Person: Jaime Guzman, Acting Executive Officer

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school. This school operated as an existing public school during the 2009-2010 school year (Board Report 09-0826-EX13). This proposal to convert a public school to charter school status is consistent with Section 27A-8(b) of the Illinois Charter Schools Law

**CHARTER APPLICATION PROPOSAL:** Rowe Elementary Charter School (Rowe Elementary) proposal was submitted by the Northwestern University Settlement Association and received by the Board on August 10, 2009. The school's mission is to prepare all of their K-8 students to succeed in and graduate from college. They will do so by cultivating the expectation that all students can and will go to college and by delivering an academically rigorous curriculum infused with unique socially and emotionally supportive wraparound programs for the student and the family, led by the Northwestern University Settlement House. This school's vision is that the K-8 school will best serve their students and families by instilling

the college mindset and holistically preparing both students and families to successfully navigate the long road to college graduation. The school will serve 256 students in grades K-3 in the fall of 2010. In successive years, the school will grow one grade at a time, until reaching a capacity of 581 students in grades K – 8. The school will be located at 1454 W. Superior. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009 and November 9, 2009.

In January 2010, the Northwestern University Settlement Association submitted a material modification to (a) identify a new facility located at 1424 N. Cleaver as the new location for the Rowe Elementary Charter School and (b) clarify the relationship of any pre-kindergarten program to the charter school. A community meeting on these proposed changes was held on Friday, April 23, 2010. The meeting was recorded and a summary report is available for review.

This site will require that the Rowe Elementary Charter School share its facility with Lozano Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

The Northwestern University Settlement Association is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, the program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and NUSA for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

**TERM:** The term of the Rowe Elementary charter and agreement shall commence July 1, 2010 and end June 30, 2015.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement. Authorize the Acting Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Agreement as required by the Illinois State Board of Education.

**LSC REVIEW:** Approval of Local School Council is not applicable to this report

**AFFIRMATIVE ACTION:** Not applicable

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 256 students in 2010-2011 will be approximately \$1,565,952.00. These budget figures are based on the revised per pupil funding amounts for FY10.

**GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics — The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

10-0428-EX5

**AMEND BOARD REPORT 09-1123-EX19**  
**APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL**  
**AGREEMENT WITH URBAN PREP ACADEMIES INC., AN ILLINOIS NOT-FOR-PROFIT**  
**CORPORATION**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Approve the granting of a charter and entering into a Charter School Agreement with Urban Prep Academies Inc., for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within the time specified in an amended Board Report approving the location of the school. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This April 2010 amendment is necessary to authorize Urban Prep Academies to identify the independent facility located at 1014 East 47<sup>th</sup> Street as the location for the Urban Prep Charter Academy for Young Men High School – South Shore Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education

**SCHOOL OPERATOR:** Urban Prep Academies Inc.  
 420 N. Wabash, Suite 203  
 Chicago, Illinois 60611  
 Phone: 312-276-0259  
 Contact Person: Tim King, Founder and Chief Executive Officer

**CHARTER SCHOOL:** Urban Prep Charter Academy for Young Men High School – South Shore Campus  
 Location: To be Determined 1014 East 47<sup>th</sup> Street  
Chicago, IL 60653  
 Phone: 312-276-0259  
 Contact Person: Tim King, Founder and Chief Executive Officer

**OVERSIGHT:** Office of New Schools  
 125 S Clark, 5<sup>th</sup> Floor  
 Chicago, IL 60603  
 773-553-1530  
 Contact Person: Jaime Guzman, Acting Executive Officer

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq.) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

**CHARTER APPLICATION PROPOSAL:** The Urban Prep Charter Academy for Young Men High School – South Shore (Urban Prep – South Shore) proposal was submitted by Urban Prep Academies Inc. and received by the Board on August 10, 2009. The mission of Urban Prep – South Shore is to provide a rigorous college prep curriculum that prepares a traditionally underserved population for success in college and beyond. They believe that their vision of single sex education that is focused on the learning styles of young men and addresses the socio-emotional barriers to academic success will enable them to reach their goal. Urban Prep – South Shore will be a college preparatory high school that ensures that each and every graduate succeeds in college. In addition to providing students with a rigorous college prep curriculum, the school will expose students to opportunities and individuals that will support them in achieving this goal. Once in college, Urban Prep – South Shore will aim to continue to provide guidance and mentoring to its graduates. The school is slated to open in the fall of 2010 serving 135 students in grade 9. In successive years, the school will grow one grade at a time, until reaching a capacity of 500 students in grades 9 – 12. The school will be located at a site to be determined and is contingent upon Board approval. Public hearings on Renaissance 2010 charter school submissions submitted in 2009 as required by statute, were held on September 10, 2009 and November 9, 2009.

In March 2010, Urban Prep Academies submitted a material modification to identify the independent facility located at 1014 East 47<sup>th</sup> Street as the location for the Urban Prep Charter Academy for Young Men High School – South Shore Campus. A public hearing on the proposed location was held on Thursday, April 15, 2010. The hearing was recorded and a summary report is available for review.

**TERM:** The term of the Urban Prep – South Shore charter and agreement shall commence July 1, 2010 and end June 30, 2015.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement. Authorize the Acting Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Agreement as required by the Illinois State Board of Education.

**LSC REVIEW:** Approval of Local School Council is not applicable to this report

**AFFIRMATIVE ACTION:** Not applicable

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 135 students in 2010-2011 will be approximately \$1,032,345.00. These budget figures are based on the revised per pupil funding amounts for FY10.

**GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-PO3) as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

## 10-0428-EX6

### APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH ERIE ELEMENTARY CHARTER SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Erie Elementary Charter School for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

**CHARTER SCHOOL:** Erie Elementary Charter School  
2510 W. Cortez  
Chicago, IL 60622  
Phone: 773-486-7161  
Contact Person: Eleanor Nicholson, Principal

**OVERSIGHT:** Office of New Schools  
125 S. Clark, 5<sup>th</sup> Floor  
Chicago, IL 60603  
(773) 553-1530  
Contact Person: Jaime Guzman, Interim Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 05-0126-EX8) was for a term commencing July 1, 2005 and ending June 30, 2010 and authorized the operation of a charter school serving no more than 240 students in grades K – 5.

The agreement incorporates an accountability plan where the school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

**CHARTER RENEWAL PROPOSAL:** Erie Elementary Charter School submitted a renewal proposal on September 11, 2009, to continue the operation of the Erie Elementary Charter School under a unified mission. The Charter School shall serve grades K - 5 with a maximum student enrollment of 240 students

**CHARTER EVALUATION:** After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Erie's performance and operations. This evaluation included a review of the proposal, facilities surveys, governance analysis, and financial analysis. A public hearing was conducted on Monday, March 8, 2010 and Friday, April 9, 2010 to receive public comment on the application to renew the Charter School Agreement with Erie Elementary Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2005-2006 to 2008-2009, Erie Elementary Charter School received 4 out of 13 high ratings and 8 out of 13 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2005-2006 to 2008-2009, Erie's student attendance averaged 94.3%. In 2009 the percentage of students meeting/exceeding state standards on the ISAT Composite was 64.7%. The committee recommends that, based on the school's performance on these and other accountability criteria, Erie be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Erie Elementary Charter School's charter status is being extended for a five (5) year term commencing July 1, 2010 and ending June 30, 2015.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement. Authorize the Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

**LSC REVIEW:** Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this enrollment will be approximately \$ 1,468,080.00 in 2010-2011.

**GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**10-0428-EX7**

**ESTABLISH THE NEW MARVIN CAMRAS ELEMENTARY SCHOOL AND ITS ATTENDANCE AREA BOUNDARIES AND ADJUST THE ATTENDANCE AREA BOUNDARIES FOR MARY LYON, FRANZ PETER SCHUBERT, PETER A. REINBERG ELEMENTARY SCHOOLS, AND NORTHWEST MIDDLE SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board approve the establishment, opening and attendance boundary of a new elementary school, effective July 1, 2010, to be known as Marvin Camras Elementary School ("Camras") located at 3000 North Mango Avenue and adjust the attendance area boundaries for Mary Lyon Elementary School ("Lyon") located at 2941 North McVicker Avenue, Peter A. Reinberg Elementary ("Reinberg") School located at 3425 North Major Avenue, Franz Peter Schubert Elementary School ("Schubert") located at 2727 North Long Avenue, and Northwest Middle School ("Northwest Middle") located at 5252 West Palmer Street.

A public hearing was held on November 13, 2009 at the Chicago Public School Board Chambers located at 125 South Clark Street discussing the new elementary school and proposed boundary changes.

Input on a school name was sought from parents and community members by way of a written survey. The survey was also distributed to the students of Reinberg, Schubert and Lyon elementary schools whose students reside in the attendance area of the new elementary school. The following two school name options were surveyed with results appearing in order of preference:

- 1) Marvin Camras Elementary School
- 2) Ralph Modjeski Elementary School

The Chief Area Officer recommends assigning the name Marvin Camras Elementary School based on the results of the survey.

**DESCRIPTION:**

Effective July 1, 2010, Camras Elementary School will open at 3000 North Mango Avenue as a neighborhood school and serve approximately 800 students in grades Pre-K through eighth grade beginning in the 2010-2011 school year. Initially, the Camras Elementary School will establish a transitional advisory body. A Local School Council will be established in a timely matter.

All the students in grades kindergarten through seventh residing within the attendance area for the Camras Elementary School and currently attending Lyon, Reinberg, or Schubert will be transferred to the Camras Elementary School to commence their next school year in July 1, 2010. Students who do not wish to attend the new Camras Elementary School must apply for (re)enrollment at Lyon, Reinberg, or Schubert through the Board's Open Enrollment program. Enrollment at Lyon, Reinberg, or Schubert of students who reside outside the new attendance areas are subject to available space and other conditions as set out in the Open Enrollment provisions of the Board's Policy on Enrollment and Transfer of Students in the Chicago Public Schools (Board Report 08-0927-PO2). These changes are necessary in order to open Camras Elementary School while relieving the overcrowding in the area.

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, a public hearing was convened on Friday, November 13, 2009, following the issuance of proper notice to receive public comment on the CEO's proposal to establish Camras Elementary School and its attendance area boundary and adjust the attendance areas of Lyon, Reinberg, and Schubert elementary schools, and Northwest Middle School. The CEO has determined to recommend that the Board approve the establishment of Camras Elementary School and its attendance area boundary and adjust the attendance area boundaries of Lyon, Reinberg, and Schubert elementary schools, and Northwest Middle school beginning July 1, 2010.

**Establish Attendance Area Boundaries for Camras Elementary School Elementary School**

*Grades Kindergarten through eighth:*

Beginning at School Street and Austin Avenue  
East to Laramie Avenue  
South to Belmont Avenue  
West to Lockwood Avenue  
South to Wellington Avenue  
West to Mango Avenue  
South to Diversey Avenue  
West to Monitor Avenue  
North to Belmont Avenue  
West to Austin Avenue  
North to the starting point

**Adjust Attendance Area Boundaries for Mary Lyon Elementary School (School ID # 610046)**

*Grades Kindergarten through eighth:*

Beginning at Narragansett Avenue and Roscoe Street  
East to Austin Avenue  
South to Belmont Avenue  
East to Monitor Avenue  
South to Diversey Avenue  
East to Mango Avenue  
South to Wrightwood Avenue  
West to Narragansett Avenue  
North to the starting point

**Adjust the Attendance Area Boundaries for Franz Peter Schubert School  
(School ID # 610165)**

*Grades kindergarten through fifth (Grades six through eight attend Northwest Middle):*

Beginning at Mango Avenue and Wellington Avenue  
East to Lockwood Avenue  
South to Oakdale Avenue  
East to Laramie Avenue  
South to Diversey Avenue  
East to Lavergne Avenue  
South to Altgeld Street  
West to Mango Avenue  
North to the starting point

**Adjust the Attendance Area Boundaries for Peter A Reinberg School  
(School ID # 610145)**

*Grades Kindergarten through eighth:*

Beginning at Narragansett Ave and Addison Street  
East to Austin Avenue  
North to Waveland Avenue  
East to Central Avenue  
South to Addison Street  
East to Long Avenue  
South to Cornelia Avenue  
East to Laramie Avenue  
South to School Street  
West to Austin Avenue  
North to Roscoe Street  
West to Narragansett Avenue  
North to the starting point

**Adjust the Attendance Area Boundaries for Northwest Middle School  
(School ID #610051):**

*Grades sixth through eighth;  
(Grades kindergarten through fifth attend Schubert and Lloyd):*

Beginning at Mango Avenue and Wellington Avenue  
East to Lockwood Avenue  
South to Oakdale Avenue  
East to Laramie Avenue  
South to Diversey Avenue  
East to Lavergne Avenue  
South to Wrightwood Avenue  
East to Cicero Avenue  
South to Altgeld Street  
East to Kenton Avenue  
South to Fullerton Avenue  
East to Kenneth Avenue  
South to Cortland Street  
East to Kosiner Avenue  
South to the C.M.ST.P&P RR (1800N)  
West to the C&NW RR (at Kenton Avenue)  
South to Grand Avenue  
Northwest to Kilpatrick Avenue  
South to Wabansia Avenue  
West to Lamon Avenue  
North to the C.M.ST.P&P RR (1900N)  
West to LeClaire Avenue  
North to Grand Avenue  
West to Leamington Avenue  
North to Belden Avenue  
West to Laramie Avenue  
North to Fullerton Avenue  
East to LeClaire Avenue  
North to Altgeld Street  
West to Mango Avenue  
North to the starting point

**LSC REVIEW:** Not applicable.

**AFFIRMATIVE**  
**ACTION STATUS:** Not applicable.

**FINANCIAL:** No additional cost to the Chicago Public Schools

**PERSONNEL**  
**IMPLICATIONS:** The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

**10-0428-EX8**

**APPROVE THE CANCELLATION OF CONTROLLED ENROLLMENT AT RICHARD HENRY LEE ELEMENTARY SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

Approve the cancellation of controlled enrollment at Richard Henry Lee Elementary School located at 6448 South Tripp Avenue effective July 1, 2010.

A Public Hearing was held on Friday, March 26, 2010 at the Board Chambers located at 125 S. Clark discussing the proposed implementation

**DESCRIPTION:** These changes are necessary due to the opening of the nearby West Lawn Elementary School and the associated projected enrollment decline at Richard Henry Lee Elementary School. Richard Henry Lee Elementary School will remain on the Year-Round Multi-Track calendar.

**LSC REVIEW:** Not applicable.

**ACTION:** Not applicable.

**FINANCIAL:** No additional cost to the Chicago Public Schools

**PERSONNEL**  
**IMPLICATIONS:** These schools will be staffed according to the ratios in the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union

**10-0428-EX9**

**APPROVE THE CANCELLATION OF CONTROLLED ENROLLMENT AT JAMES MONROE ELEMENTARY SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

Approve the cancellation of controlled enrollment at James Monroe Elementary School located at 3651 West Schubert Avenue effective July 1, 2010

A Public Hearing was held on Friday, March 26, 2010 at the Board Chambers located at 125 S. Clark discussing the proposed implementation

**DESCRIPTION:** These changes are necessary due to the opening of the nearby Avondale Area Elementary School and the associated projected enrollment decline at James Monroe Elementary School.

**LSC REVIEW:** Not applicable.

**ACTION:** Not applicable.

**FINANCIAL:** No additional cost to the Chicago Public Schools.

**PERSONNEL**  
**IMPLICATIONS:** These schools will be staffed according to the ratios in the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0428-EX1 through 10-0428-EX9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0428-EX1 through 10-0428-EX9 adopted.

10-0428-ED1

## REPORT ON STUDENT EXPULSIONS FOR MARCH 2010

## DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

47 Students were expelled from the Chicago Public Schools in March 2010

## DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 47 Chicago Public Schools students, for gross disobedience misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

**March Totals**  
(March 1 to March 31, 2010)

Expulsions	47
No Expulsions	35
SMART Referrals	85
	167

**(2009-2010 Totals to Date)**  
(August 1, 2009 to current)

Expulsions	234
No Expulsions	133
SMART Referrals	585
Decisions Pending	25
	977

## LSC REVIEW:

LSC review is not applicable to this report.

## AFFIRMATIVE ACTION STATUS:

Not applicable.

## FINANCIAL:

No cost to the Chicago Public Schools.

## PERSONNEL IMPLICATIONS:

None.

10-0428-OP1

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PUBLIC BUILDING COMMISSION OF CHICAGO FOR THE FENGER HIGH SCHOOL SECURITY CAMERA PROJECT FOR THE BOARD OF EDUCATION**

## THE CHIEF EXECUTIVE REPORTS THE FOLLOWING DECISION:

Approve entering into an intergovernmental agreement with the Public Building Commission of Chicago to undertake the Fenger High School Security Camera Project as directed by the Board at a cost not to exceed \$820,855. A written intergovernmental agreement is currently being negotiated. No services shall be provided and no payment shall be made prior to the execution of the intergovernmental agreement. Information pertinent to this intergovernmental agreement is stated below.

**VENDOR:** Public Building Commission of Chicago  
Richard J. Daley Center  
50 West Washington Street  
Room 200  
Chicago, IL 60602  
Attn: Executive Director  
Phone: 312-744-3090

**USER:** Department of Operations  
125 South Clark Street – 17<sup>th</sup> Floor  
Chicago, IL 60603  
Patricia Taylor  
Phone: 773-553-2900

**TERM:** The intergovernmental agreement is for a term of one (1) year from the date of execution of the agreement, with the Board having the option to extend the intergovernmental agreement for one (1) additional twelve month period.

**PROGRAM:** The Commission will be perform and managed the installation security camera at Fenger High School.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions including any indemnities to be provided to the Public Building Commission, in the intergovernmental agreement, including, but not limited to, the Project Labor Agreement to which the Board is subject. Authorize the President and Secretary to execute the intergovernmental agreement. Authorize the Chief Operating Officer to assign the Fenger High School Security Camera Project to the Commission in an amount of \$820,855. Authorize the Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate the agreement.

**AFFIRMATIVE ACTION:** Not Applicable.

**LSC REVIEW:** Local School Council approval is not applicable.

**FINANCIAL:** Charge to Operations: \$820,855  
Budget Classification: 10615-499-55005-254605-000000-2010  
Source of Funds: Capital Funds

#### GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR1

#### APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS FOR COURT REPORTING SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various agencies to provide court reporting services for use by all schools, area offices and central office departments at an aggregate cost not to exceed \$500,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 (Specification Number 10-250016). Written agreements for Vendors's services are available for signature. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 10-250016  
Contract Administrator : Demetra Knowles / 773-553-3256

**USER:**

Office of Contracts and Procurement  
125 South Clark Street 10th Floor  
Chicago, IL 60603

Contact : Opal Walls  
Phone: 773-553-2280

**TERM:**

The term of each agreement shall commence on May 1, 2010 and shall end April 30, 2012. Each agreement shall have one (1) option to renew for a period of twelve (12) months.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Vendors shall provide court reporting services to various schools and departments as requested and scheduled. Vendors shall provide written and/or disk transcripts of meetings, hearings and depositions. The Vendors will be selected to provide services based upon the following: (1) availability to render services with short notice; (2) timeliness of court reporters at the hearings; and (3) timeliness and accuracy of transcript preparations.

**DELIVERABLES:**

Vendors will deliver copies of transcripts upon request.

**OUTCOMES:**

The services provided by the vendors will result in accurate recording of verbal testimony.

**COMPENSATION:**

The Vendors shall be paid the hourly rates and transcript fees as set forth in each Vendor's agreement; total not to exceed \$500,000.00 in the aggregate for the initial term.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 25% total MBE and 10% total WBE. This contract is currently non-compliant due to the lack of MBE participation in the vendor pool. Supplier diversity will be reported on this vendor pool on a quarterly basis.

**WBE**

Bridges Court Reporting  
McCorkle Court Reporters  
Toomey Reporting  
Wichmann - Klawiter Reporting, Ltd.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to various departments and schools

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 96187  
ATKINSON-BAKER, INC  
500 NORTH BRAND BLVD. 3RD FLR.  
GLENDALE, CA 91203  
Shelia Atkinson-Baker  
800-288-3376  
800-925-5910
- 2) Vendor # 96382  
BRIDGES COURT REPORTING  
77 WEST WASHINGTON STREET., STE  
705  
CHICAGO, IL 60602  
Deborah A. Bridges  
312-332-6345  
312-332-1156
- 3) Vendor # 15905  
MCCORKLE COURT REPORTERS  
200 NORTH LASALLE STREET  
CHICAGO, IL 60601  
Katherine McCorkle  
312-263-0052  
312-263-7494
- 4) Vendor # 31922  
TOOMEY REPORTING  
33 NORTH DEARBORN STREET. STE  
1506  
CHICAGO, IL 60602  
Sandy M. Toomey  
312-853-0648  
312-853-9705
- 5) Vendor # 69659  
WICHMANN-KLAWITTER REPORTING  
LTD.  
79 W. MONROE., STE 925  
CHICAGO, IL 60603  
Joann Klawitter  
312-368-1228  
312-368-1448

10-0428-PR2

**AMEND BOARD REPORT 08-0827-PR5**  
**APPROVE ENTERING INTO AGREEMENTS FOR STUDENT TRANSPORTATION SERVICES**  
**(SCHOOL BUS SERVICE)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements with various Bus Companies to provide Student Transportation Services to the Department of Operations for students enrolled in various programs in the Chicago Public Schools at a cost not to exceed \$269,000.000 for the agreement term running through the last day of the school year (including summer school) for 2011. Vendors were selected on a competitive basis in accordance with Board Rule 5-4.1 pursuant to a duly advertised bid solicitation (Specification No. 08-250020). Written agreements for Vendors' services are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to the execution of such Vendor's written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below

This April 2010 amendment is necessary because the Board has received a grant to install diesel oxidation equipment in the buses owned by Vendors which will result in reduced emission. The contracts with the bus Vendors must be amended to comply with the terms of the grant. Written amendments to the contracts are required. The authority granted herein shall automatically rescind as to each Vendor in the event a written amendment with such Vendor is not executed within 90 days of this amended Board Report.

**VENDORS AND BUS AWARDS:**

(Individual route prices based on type of service and category of bus are on file in the Purchasing Department.)

It is estimated that 1,500 school buses, of various sizes and configurations, operating approximately 2,500 routes, will be awarded pursuant to these agreements. The number of buses actually required to provide services to students will not be known until the school year is underway. Because of the number of buses required is estimated, the total cost of the agreement is also estimated. The annual and contract term cost estimates are based upon the combined regular school year and summer school calendars established by the Board. The Chicago Public Schools reserves the right, during the agreement period, to order the services of more or fewer vehicles than originally awarded through this agreement as the needs of students and/or programs change. The Board is only obligated for costs of buses actually operating CPS routes.

**Non-Lift Equipped Buses:**

Bus Company	Total Bus Award	CATEGORY I - Non-Lift Buses			
		Regular Service		Rapid Response Service	
		North Bus Award	South Bus Award	North Bus Award	South Bus Award
A.M. Bus Company - Vendor #20287	98	3	95	0	0
Alltown Bus Service - Vendor #46491	155	80	75	0	0
Ammons Transportation - Vendor #32700	20	0	18	0	2
Bryden Transportation - Vendor #39952	18	0	18	0	0
Caravan Transportation - Vendor #35153	39	37	2	0	0
Dunbar Transportation - Vendor #21809	17	0	17	0	0
Falcon Transportation - Vendor #24922	68	61	7	0	0
Illinois Central School Bus - Vendor #72017	145	80	65	0	0
Illinois Student Transportation - Vendor #19722	30	30	0	0	0
Jack Harris Transportation - Vendor #11085	9	0	9	0	0
J L. Harris - Vendor #23269	10	0	10	0	0
Jewel's Bus Company - Vendor #12475	115	55	60	0	0
Latino Express - Vendor #39549	90	45	45	0	0
O'Neal's Transportation - Vendor #21807	30	0	30	0	0
R & D Bus Company - Vendor #11556	79	75	2	2	0
Ransom Transportation - Vendor #48098	16	0	16	0	0
Sunrise Transportation - Vendor #41526	191	41	150	0	0
United Quick Transportation - Vendor #43809	53	26	27	0	0
Walls Transportation - Vendor #16230	16	7	9	0	0
White Transportation - Vendor #50226	36	0	36	0	0

**Lift Equipped Buses:**

Bus Company	Total Bus Award	CATEGORY II - Lift Buses			
		Regular Service		Rapid Response Service	
		North Bus Award	South Bus Award	North Bus Award	South Bus Award
A.M. Bus Company	23	4	17	0	2
Alltown Bus Service	93	55	38	0	0
Bryden Transportation	7	0	7	0	0
Caravan Transportation	2	1	1	0	0
Falcon Transportation	6	3	2	1	0
Jack Harris Transportation	2	0	2	0	0
Jewel's Bus Company	3	0	3	0	0
Illinois Central School Bus	56	36	20	0	0
Illinois Student Transportation	2	2	0	0	0
Latino Express	3	0	3	0	0
R & D Bus Company	10	9	0	1	0
Sunrise Transportation	42	10	32	0	0

**USER:** Department of Operations  
 125 South Clark- 17<sup>th</sup> 46<sup>th</sup> Floor  
 Chicago, IL 60603  
Patricia L. Taylor Chester Tindall  
(773) 553-2900 (773) 553-2884

**TERM:** The term of the Contract shall commence from the date of award of the Contract as stated on the Bid Execution Page and end thereafter on the last day of the school year of 2011 as formally determined by the Board ("Term"), with the Board having the option to renew the Contract for two (2) additional one year periods, or any shorter period of time as determined by the Board.

**EARLY TERMINATION RIGHT:** The Board shall have the right, in its sole discretion, to terminate any Vendor's agreement for convenience with thirty (30) days written notice, for any reason.

**SCOPE OF SERVICES:** Vendors shall provide school bus services to and from school and other related activities to eligible students participating in designated programs as per program guidelines and as set out in the written agreement. Services will be provided during regular and summer school terms. Programs served by school bus services include, but are not necessarily limited to Special Education, Option for Knowledge, Controlled Enrollment Receiving Schools, Homeless, No Child Left Behind and other programs as the Board deems appropriate. Limited mid-day services will be provided as determined by the Chief Administrative Officer.

**COMPENSATION:** Vendors shall be paid monthly in accordance with prices indicated in the contract, or a monthly basis as invoiced by the vendor. Compensation to all Vendors shall not exceed \$87,000,000 during year one, \$90,000,000 during year two, and \$92,000,000 during year three. The prices and rates will be as set out as in written agreement for each vendor.

**AUTHORIZATION:** Authorize the President and Secretary to execute the agreements. Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the Chief Executive Officer to determine annually the number of Bus Aides, if any, to be provided by the Vendors through these agreements. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate any agreements awarded hereunder.

**AWARD CONTINGENCY:** All agreements awarded hereunder are conditional upon the following: (i) satisfactory site visit conducted by the Department of Operations on or before August 30, 2008 and (ii) submission of an acceptable performance bond by Vendor.

**AFFIRMATIVE ACTION:** Pursuant to Section 6.2 of the Revised Remedial Plan for minority and women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Compliance of the vendors in the pool will be reported on a monthly basis.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Bureau of Student Transportation: \$269,000,000

Fiscal Year	Budget Classification:	Amount
FY 09	0945-various funds-various projects-various programs-5510 (Bus Services)	\$87,000,000
FY 10	0945-various funds-various projects-various programs-5510 (Bus Services)	\$90,000,000
FY 11	0945-various funds-various projects-various programs-5510 (Bus Services)	\$92,000,000

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR3**

**AMEND BOARD REPORT 09-1123-PR1**  
**APPROVE ENTERING INTO AN AGREEMENT WITH LIPPERT, INC. FOR THE PURCHASE OF**  
**KITCHEN WARES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Lippert, Inc. ("Lippert" or "Vendor") for the purchase of kitchen wares for Chicago Public Schools and Nutrition Support Services at a cost not to exceed \$1,000,000.00 \$1,025,000. Vendor was selected on a competitive basis pursuant to Board Rule 7.2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the compensation amount by \$25,000 for additional purchase for the Department of Career and Technical Education. No written amendment to the agreement is required.

Specification Number : 09-250024  
 Contract Administrator : 773-553-2290

**VENDOR:**

1) Vendor # 44636  
LIPPERT, INC.  
600 W. 172ND STREET  
SOUTH HOLLAND, IL 60473  
David Wax  
708-333-6900  
708-333-3888

**USER:**

Citywide Food Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Louise Esaian  
Phone: 773-553-2830

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end 12 months thereafter. This agreement shall have two options to renew for periods of one year each. The costs for the option periods shall be as set forth in the pricing submitted with Vendor's bid for each renewal term.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Vendor shall provide kitchen ware products such as pots, pans, knives and other utensils, bowls, storage containers, cutting boards, thermometers, steam table pans, and other various kitchen-related items.

**OUTCOMES:**

These purchases will allow schools to meet the nutritional and other kitchen-related needs of their students and allow new schools to be equipped with the necessary supplies.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$1,000,000.00 \$1,025,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement  
Authorize the President and Secretary to execute the agreement. Authorize the Chief Administrative Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to Section 8 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, this agreement is compliant with the goals required by the Office of Business Diversity. The M/WBE goals for this agreement are 30% total MBE and 7% WBE participation.

The Vendor has scheduled the following:

Total MBE - 30%  
Arrow Lumber  
5820 South Ashland Ave.  
Chicago, Illinois 60636  
Contact: Donald Beal

Total WBE - 7%  
Fran Singer (Independent Admin. Consultant)  
1140 Hillside Ave.  
Antioch, Illinois 60002  
Contact: Fran Singer

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Nutrition Support Services: \$1,000,000

Charge to Career and Technical Education Department: \$25,000- various schools and various programs.

12050-312-53405-256009-000000-2010

\$1,000,000.00

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR4**

**AMEND BOARD REPORT 10-0224-PR3**  
**APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH  
ARCHITECTURAL/ENGINEERING TO PROVIDE SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the pre-qualification status of and entering into agreements with contractors to provide Architectural and Engineering services at a cost not to exceed \$36,000,000 in the aggregate and approve entering into a written master agreement with each contractor. Contractors were selected on a competitive basis pursuant to a duly advertised Request for Qualifications (Specification No. 09-250074) Written master agreements for contractors are currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below

This April 2010 amendment is necessary to: (i) add a new contractor, Wilkinson Blender Architecture (#93) and (ii) to correct the vendor name and number of Gensler, Architecture, Design and Planning, PC (previously listed as #26, now listed as #92). A written master agreement for the new contractor is currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this amended Board Report.

Specification Number : 09-250074  
Contract Administrator : Patricia Hernandez / 773-553-2256

**NAME OF USER GROUPS:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Patricia L. Taylor  
Phone: 773-553-2900

**TERM:**

The term of this pre-qualification period and each master agreement shall be for a three (3) year term commencing April 1, 2010 and ending on March 31, 2013. The Board shall have the right to extend the pre-qualification period and each master agreement for 3 additional one year periods. The term of the pre-qualification period and master agreement for the new contractor(s) shall commence upon execution and end March 31, 2013. The Board shall have the right to extend the pre-qualification period and each new master agreement for (3) additional one year periods.

**SCOPE OF SERVICES:**

The Architects and Engineers of Record will continue to manage and coordinate individual projects. The firms will be assigned to prepare design development documents, construction documents and specifications setting forth in detail the site-specific requirements for each project. In addition, each firm may also perform any or all of the following services: scheduling, budgeting, site analysis, coordinating CPS construction schedules with the applicable city agencies and solicitation and coordination of specialty consultants, such as geo-technical consultants, as they relate to individually assigned projects. These pre-qualified firms have experience and expertise in performing the required Architectural and Engineering services and the ability to meet the aggressive schedule found in the Capital Improvement

Program. The services of these firms are needed to ensure that CPS capital spending for Capital Planning will best serve the needs of the Chicago Public School children and their surrounding communities.

**COMPENSATION:**

The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed the aggregate amount of \$36,000,000.

**USE OF POOL:**

The Department of Facilities is authorized to receive services from the pre-qualified pool as follows. Contractors are assigned work based upon the contractors experience with the requirements of the jobs

**AUTHORIZATION:**

Authorize the General Counsel to included other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate the master agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the Per Contract and Category Goals method for M/WBE participation will be utilized. The goals for this pool are 35% MBE and 15% WBE thus, contracts for vendors in the pool will be subject to compliance reviews on a contract-by-contact basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Operations: \$36,000,000  
Fiscal Year: FY10, 11, 12, 13  
Budget Classification: Various Capital Funds  
Source of funds: Capital Funds

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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1) Vendor # 17375 A EPSTEIN AND SONS INTERNATIONAL, INC 600 W FULTON ST CHICAGO, IL 60661 John R. Patelski 312-454-9100 312-559-1217	7) Vendor # 98707 BUILT FORM, LLC 311 NORTH ABERDEEN ST., 200C CHICAGO, IL 60607 Stephen Poston 312-738-3835 312-738-3864
2) Vendor # 96161 AECOM SERVICES OF ILLINOIS 303 EAST WACKER DR., STE 900 CHICAGO, IL 60601 Meghan Harte 312-373-7792 312-938-1109	8) Vendor # 25799 CORDOGAN, CLARK & ASSOCIATES 716 N. WELLS ST., STE. 200 CHICAGO, IL 60654 John W. Clark 312-943-7300 312-943-4771
3) Vendor # 39081 ALTUS WORKS, INC 4224 N. MILWAUKEE AVE CHICAGO, IL 60641 Ellen Stoner 773-545-1870 773-545-1898	9) Vendor # 29709 CREATIVE ENGINEERING CO. 485 N. MAIN ST., STE. L GLEN ELLYN, IL 60137 Faisal M. Hammouda 630-942-8999 630-942-9008
4) Vendor # 21846 BAUER LATOZA STUDIO LTD. 2241 SOUTH WABASH AVE CHICAGO, IL 60616 Joanne Bauer 312-567-1000 312-567-9690	10) Vendor # 14522 DAVID MASON & ASSOCIATES OF ILLINOIS, LTD. 464 NORTH MILWAUKEE CHICAGO, IL 60654 David W. Mason 312-884-5100 312-884-5101
5) Vendor # 66018 BLDD ARCHITECTS, INC 833 WEST JACKSON , STE 100 CHICAGO, IL 60607 Timothy J. McGrath 312-829-1987 312-666-8967	11) Vendor # 96163 DAVID WOODHOUSE ARCHITECTS, LLC 230 WEST SUPERIOR ST., 6TH FLR. CHICAGO, IL 60654 Amanda H Young 312-943-3120 312-943-3432
6) Vendor # 20236 BROOK ARCHITECTURE, INC. 2325 SOUTH MICHIGAN AVE., STE 300 CHICAGO, IL 60616 RaMona Westbrook 312-528-0890 312-356-1040	12) Vendor # 96160 DB STERLIN CONSULTANTS 123 NORTH WACKER DRIVE., STE 2000 CHICAGO, IL 60606 Reynold Sterlin 312-857-1006 312-857-1056

13)	Vendor # 95510 DBH & ASSOCIATES ARCHITECTS, INC 164 DIVISION ST., STE #712 ELGIN, IL 60120 Demeke Berhanu-Haile 847-269-9368 866-847-1761	19)	Vendor # 96166 FANNING/HOWEY ASSOCIATES, INC 32 MAIN STREET PARK RIDGE, IL 60068 George Kacan 847-292-1039 847-292-1021
14)	Vendor # 25757 DESMAN ASSOCIATES 20 N. CLARK ST., 4TH FLOOR CHICAGO, IL 60602 Steve Rebora 312-263-8400 312-263-8406	20)	Vendor # 96164 FARNSWORTH GROUP, INC 1144 W. JEFFERSON ST., STE 300 SHOREWOOD, IL 60404 Troy Stange 815-744-6940 815-744-6965
15)	Vendor # 23309 DESTEFANO & PARTNERS, LTD. 330 NORTH WABASH AVE., STE 3200 CHICAGO, IL 60611 Mary Ann Van Hook 312-836-4321 312-836-4322	21)	Vendor # 20201 FGM ARCHITECTS -ENGINEERS 1211 W 22ND ST OAK BROOK, IL 60523 James G. Woods 312-307-3002 312-750-1704
16)	Vendor # 29907 DLR GROUP, INC. 222 S. RIVERSIDE PLAZA, SUITE 2220 CHICAGO, IL 60606 Dennis E. Bane 312-382-9980 312-382-9985	22)	Vendor # 96165 FORMA ARCHITECTURE LTD. 2906 NORTH SPRINGFIELD AVE., 2ND FLR. CHICAGO, IL 60618 Luis A. Bolivar 630-290-7089 773-252-0076
17)	Vendor # 25758 DOYLE & ASSOCIATES 800 SOUTH WELLS, STE 503 CHICAGO, IL 60607 Deborah Doyle 312-922-5520 312-922-5509	23)	Vendor # 25735 FOX & FOX ARCHITECTS 8 S. MICHIGAN AVE., STE. 310 CHICAGO, IL 60603 John Jay Fox, III 312-377-5074 312-377-5075
18)	Vendor # 24244 EC PURDY & ASSOCIATES 53 W. JACKSON, SUITE 1631 CHICAGO, IL 60604 Elizabeth C. Purdy 312-408-1631 312-408-1632	24)	Vendor # 23062 G.A. RUCK AND ASSOCIATES, LTD 22102 N. PEPPER ROAD, STE. 201 BARRINGTON, IL 60010 Steven H. Pate 847-381-2946 847-304-1218

25)	Vendor # 24783 GENERAL ENERGY CORP. 230 MADISON STREET OAK PARK, IL 60302 Prem Mehrotra 708-386-6000 708-386-6091 Vendor # 50162 GENSLER 30 W. MONROE, STE. 400 CHICAGO, IL 60603 tamar Johnson 312-577-0520 312-466-0124	32)	Vendor # 25860 HARDING PARTNERS 224 S. MICHIGAN AVE., STE 245 CHICAGO, IL 60604 Paul A. Harding 312-944-2600 312-922-8222
26)		33)	Vendor # 21786 HARLEY ELLIS DEVEREAUX ARCHITECTS 401 W SUPERIOR, 5TH FLOOR CHICAGO, IL 60654 Robert C. Robicseek 312-951-8863 312-951-1719
27)	Vendor # 32223 GERALD MEISTER & ASSOCIATES, LTD. 123 WEST MADISON STREET., STE 1600 CHICAGO, IL 60602 Gerald Meister 312-226-6133 847-831-5509	34)	Vendor # 69644 HENNEMAN ENGINEERING, INC 200 SOUTH WACKER DR., STE 850 CHICAGO, IL 60606-5810 Jeffrey A. Treiber 312-583-1400 312-583-4101
28)	Vendor # 67620 GHAFARI ASSOCIATES, INC 360 NORTH MICHIGAN AVE., STE 1100 CHICAGO, IL 60601 Evangel Kokkino 312-984-2300 312-984-8248	35)	Vendor # 34348 HMS SERVICES, INC. DBA HMS ENGINEERING 230 S. WESTMORE LOMBARD, IL 60148 Haneef Shakeel 312-661-1516 312-661-1517
29)	Vendor # 27991 GLOBETROTTERS ENGINEERING CORPORATION DBA GEC DESIGN GROUP 300 S. WACKER DRIVE, SUITE 400 CHICAGO, IL 60606 Michael J. McMurray 312-922-6400 312-922-0267	36)	Vendor # 25461 HOLABIRD & ROOT LLP 140 SOUTH DEARBORN CHICAGO, IL 60603 Jeff Case 312-357-1771 312-357-1909
30)	Vendor # 67948 GOLDEN STAR, INC DBA ADVANCE CONSULTING GROUP INTERNATIONAL 300 WEST ADAM STREET, SUITE 420 CHICAGO, IL 60606 Eyad Elqaq 312-357-1840 312-357-1845	37)	Vendor # 25516 HUTTER ARCHITECTS, LTD. 1000 W. MONROE STREET CHICAGO, IL 60607 Pamela J. Hutter 312-492-8000 312-492-8444
31)	Vendor # 21816 GUAJARDO REC ARCHITECTS, LLC 401 EAST ILLINOIS., STE 220 CHICAGO, IL 60611 Dan Sumita 312-661-1500 312-661-9903		

38)	Vendor # 20476 HYDRO-THERMO-POWER, INC. 225 N. MICHIGAN AVE. STE 2306 CHICAGO, IL 60601 Raisa B. Fridman 312-641-6164 312-641-6165	44)	Vendor # 29407 KALTSOUNI MEHDI, INC. 407 S. DEARBORN ST., SUITE 200 CHICAGO, IL 60605 Maria Kaltsouni 312-987-9800 312-987-9892
39)	Vendor # 25692 ILEKIS ASSOCIATES 205 W. WACKER DR., SUITE 730 CHICAGO, IL 60606 Alphonse A. Ilekis 312-419-1017 312-899-0965	45)	Vendor # 96656 KJWW, P.C. 623 26TH AVE. ROCK ISLAND, IL 61201 Bob Winter 312-356-3700 312-294-0003
40)	Vendor # 25725 INTERACTIVE DESIGN, INC. 308 W ERIE, SUITE 506 CHICAGO, IL 60654 Dina Griffin 312-482-8866 312-482-9904	46)	Vendor # 20014 KNIGHT E/A, INC 221 N. LASALLE STREET , STE 300 CHICAGO, IL 60601-1211 Kevin E. Lentz 312-577-3300 312-577-3526
41)	Vendor # 24071 IRI/CEPCO ENGINEERING, INC. 50 EAST BELLEVUE PL. #902 CHICAGO, IL 60611 Irma Robinson 312-787-1287 312-787-2982	47)	Vendor # 96147 KOO AND ASSOCIATES, LTD 53 WEST JACKSON BLVD., STE 235 CHICAGO, IL 60604 JAh-Hee (Jackie) Koo 312-235-0920 312-276-8459
42)	Vendor # 69642 JACKSON HARLAN, LLC 651 WEST WASHINGTON BLVD., STE 206 CHICAGO, IL 60661 Joan Jackson 312-627-1015 312-627-1060	48)	Vendor # 25822 LEGAT ARCHITECTS, INC. 651 WEST WASHINGTON BLVD. STE 1 CHICAGO, IL 60661 James McDonough 312-258-9595 312-258-1555
43)	Vendor # 19502 JOSE DE AVILA & ASSOCIATES 6611 W. NORTH AVE., SUITE 101 OAK PARK, IL 60302 Jose L. deAvila 708-383-3030 708-383-5971	49)	Vendor # 25827 MRA ARCHITECTS, LTD 55 EAST WASHINGTON ST. STE 500 CHICAGO, IL 60602 Maureen J. Reagan 312-443-9880 312-443-9881

50)	Vendor # 69628 MC GUIRE IGLESKI & ASSOCIATES, INC 1330 Sherman Ave. Evanston, IL 60201 Anne McGuire 847-328-5679 847-328-9150	56)	Vendor # 25831 NAKAWATASE, WYNS, & ASSOCIATES 205 W. WACKER DR., #1200 CHICAGO, IL 60606 Clifford F. Nordling 312-444-9630 312-444-9205
51)	Vendor # 29741 MELVIN COHEN & ASSOCIATES, INC 223 WEST JACKSON BLVD., STE 820 CHICAGO, IL 60606 Ronald B. Cohen 312-663-3700 312-663-4161	57)	Vendor # 76373 NEST BUILDERS INC DBA DBHMS 303 WEST ERIE, STE 510 CHICAGO, IL 60654 Sachin Anand 312-915-0557 312-915-0558
52)	Vendor # 96188 MGN CONSULTING ENGINEERS, INC 635 BUTTERFIELD RD., STE 310 OAKBROOK TERRACE, IL 60181 Philip Niedziela 630-627-6078 630-627-6143	58)	Vendor # 36833 O'DONNELL, WICKLUND, PIGOZZI & PETERSON ARCHITECTS 111 W. WASHINGTON ST., #2100 CHICAGO, IL 60602 Rick Dewar 312-960-8034 312-827-8393
53)	Vendor # 69629 MILHOUSE ENGINEERING & CONSTRUCTION, INC 60 EAST VAN BUREN STREET, STE 1501 CHICAGO, IL 60605 Wilbur C. Mihouse 312-987-0061 312-987-0071	59)	Vendor # 20153 ONYX ARCHITECTURAL SERVICES. 750 N FRANKLIN CHICAGO, IL 60654 Gary L. Mathews 312-787-2748 312-787-2857
54)	Vendor # 98912 MODE ARCHITECTS, P.C. 363 WEST ERIE ST., STE 400 WEST CHICAGO, IL 60654 Jung J. Mo 312-236-6572 847-655-2741	60)	Vendor # 96168 PEREZ, APC 8770 WEST BRYN MAWR, STE 1300 CHICAGO, IL 60631 Angela O'Byrne 773-867-8340 773-867-2910
55)	Vendor # 31199 MULLER & MULLER P.C. LTD 700 N. SANGAMON CHICAGO, IL 60642 Cynthia Muller 312-432-4180 312-432-4184	61)	Vendor # 69632 PERRY & ASSOCIATES, LLC 221 NORTH LASALLE ST., STE 2325 CHICAGO, IL 60601 Christopher J. Perry 312-364-9112 312-364-9163

62)	Vendor # 69640 PM COYNE AND ASSOCIATES PC 2417 WEST HOMER STREET CHICAGO, IL 60647 Patrick Coyne 773-772-1782 773-772-1787	68)	Vendor # 25646 SCHROEDER MURCHIE NIEMIEC GAZDA AUSKALNIS 936 W HURON STREET CHICAGO, IL 60642 Jack Murchie 312-829-3355 312-829-8187
63)	Vendor # 69643 POWER ENGINEERS COLLABORATIVE LLC 600 WEST JACKSON BLVD., STE 600 CHICAGO, IL 60661 George Shibayama 312-466-1540 312-466-1546	69)	Vendor # 36913 SIGMA ENGINEERING, INC. 28 EAST JACKSON BLVD., STE 1902 CHICAGO, IL 60604 Osman Meah 312-360-0359 312-360-0368
64)	Vendor # 40027 PRIMERA ENGINEERS, LTD. 100 S. WACKER DR., #700 CHICAGO, IL 60606 Allyson L. Case 312-606-0910 312-606-0415	70)	Vendor # 23992 SKIDMORE OWINGS MERRILL 224 SOUTH MICHIGAN AVE., STE 10 CHICAGO, IL 60604 Richard F. Tomlinson II 312-360-4018 312-869-4545
65)	Vendor # 24876 RADA ARCHITECTS, LTD. 233 N. MICHIGAN AVE., STE 2320 CHICAGO, IL 60601 Radosveta Doytcheva 312-856-1970 312-856-1978	71)	Vendor # 68974 SOLOMON CORDWELL BUENZ & ASSOCIATES, INC. 625 NORTH MICHIGAN AVE. CHICAGO, IL 60611 Solomon Cordwell Buenz 312-896-1100 312-896-1200
66)	Vendor # 96151 ROBERT C. VAGNIERES JR. & ASSOCIATES 1206 WEST 33RD PLACE CHICAGO, IL 60608 Robert C. Vagnieres Fr. 773-843-1317 773-843-1996	72)	Vendor # 25847 SOODAN & ASSOCIATES 100 N. LASALLE ST., #1800 CHICAGO, IL 60602 Kehar S. Soodan 312-553-0003 312-553-1006
67)	Vendor # 25841 RUBINOS & MESIA ENGINEERS. 200 S. MICHIGAN AVE., #1500 CHICAGO, IL 60604 Dipak S. Shah 312-870-6615 312-663-1473	73)	Vendor # 29533 SPAAN TECH, INC. 311 SOUTH WACKER DRIVE., STE 2400 CHICAGO, IL 60606 Smita N. Shah 312-277-8800 312-277-8808

74)	Vendor # 23341 STEPHEN RANKIN ASSOCIATES 205 W. WACKER DR., #720 CHICAGO, IL 60606 Stephen Rankin 312-899-0002 312-899-0965	80)	Vendor # 25754 SWWB, LTD 203 N. WABASH CHICAGO, IL 60601 Christopher Bednarowicz 312-236-0528 312-236-0965
75)	Vendor # 25849 STL ARCHITECTS, INC 808 NORTH DEARBORN CHICAGO, IL 60610 Luis Collado 312-644-9850 312-644-9846	81)	Vendor # 31929 TERRA ENGINEERING, LTD 225 WEST OHIO STREET, 4TH FLR CHICAGO, IL 60654 Karen Steingraber 312-467-0123 312-467-0220
76)	Vendor # 24445 STR PARTNERS, LTD. 350 WEST ONTARIO ST., STE 200 CHICAGO, IL 60610 Jan T. Taniguchi 312-464-1444 312-464-0785	82)	Vendor # 44017 TILTON, KELLY + BELL, L.L.C 55 WEST MONROE ST., STE 1975 CHICAGO, IL 60603 Martha A. Bell 312-447-3100 312-447-3113
77)	Vendor # 96146 STV ARCHITECTS, INC 200 WEST MONROE ST. CHICAGO, IL 60606 Maher Z. Labib 212-614-3469 212-473-2780	83)	Vendor # 96145 TOM BROCK ARCHITECT, INC 1753 NORTH DAMEN AVE., STE 1R CHICAGO, IL 60647 Tom Brock 773-645-8968 773-862-6329
78)	Vendor # 25507 STV INCORPORATED 200 W. MONROE, SUITE 1650 CHICAGO, IL 60606-5015 Maher Z. Labib 312-553-0655 212-473-2780	84)	Vendor # 29580 KATHLEEN O'DONNELL, PC DBA TRIPARTITE, INC 4243 N. LINCOLN AVENUE CHICAGO, IL 60618-0000 Kathleen O'Donnell 773-248-2695 773-248-8598
79)	Vendor # 21626 SVEN DAHLQUIST ARCHITECTURE, INC. 428 N. WOLCOTT CHICAGO, IL 60622 Sven Dahlquist 312-445-0040 312-445-0044	85)	Vendor # 25855 URBAN WORKS, LTD. 213 W. INSTITUTE PLACE, #710 CHICAGO, IL 60610 Patricia Saldana Natke 312-202-1200 312-202-1202

86)	Vendor # 72955 VOA ASSOCIATES INCORPORATED 224 S. MICHIGAN AVE., STE 1400 CHICAGO, IL 60604 Percy D. Roberts 312-554-1400 312-554-1412	93)	<u>Vendor # 63281WILKINSON BLENDER</u> <u>ARCHITECTURE INC 1714 NORTH</u> <u>DAMEN SUITE 3 MCHICAGO IL 60647</u> <u>Richard Blender 773-772-778773-772-7888</u>
87)	Vendor # 99822 WAECHTER ARCHITECTS, PC 4712 NORTH RAVENSWOOD AVE CHICAGO, IL 60640 Michael Waechter 773-728-3920 773-728-3927		
88)	Vendor # 22344 WALLIN/GOMEZ ARCHITECTS, LTD. 711 SOUTH DEARBORN STREET., STE 606 CHICAGO, IL 60605-1827 Agustin Gomez-Leal 312-427-4702 312-427-6611		
89)	Vendor # 34010 WIGHT & COMPANY 211 N. CLINTON CHICAGO, IL 60661 James Mark 312-261-5700 312-261-5701		
90)	Vendor # 25858 WISS, JANNEY, ELSTNER ASSOC. 330 PFINGSTEN ROAD NORTHBROK, IL 60062 John F. Duntemann 847-272-7400 847-291-9599		
91)	Vendor # 58521 YAS ARCHITECTURE, LLC 200 SOUTH MICHIGAN AVE., FLR 14 CHICAGO, IL 60604 Stephen Yas 312-786-0500 312-786-0501 <u>Vendor # 96167GENSLER.</u>		
92)	<u>ARCHITECTURE, DESIGN &amp; PLANNING.</u> <u>INC11 EAST MADISON STREET., STE 300</u> <u>CHICAGO, IL 60602Larmar Johnson</u> <u>312-577-6520312-456-0124</u>		

10-0428-PR5

**APPROVE PAYMENT TO AT AND T MOBILITY FOR GLOBAL POSITIONING SATELLITE ("GPS")  
DATA TRANSMISSION SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve payment to AT&T in the amount of \$168,101.35 for Global Positioning Satellite ("GPS") data transmission services rendered from July 2009 to April 28, 2010 on all Chicago Public School bus vendor buses. These services were rendered without prior Board approval. Under the Board's contracts with bus vendors, the bus vendors are responsible for the cost of the GPS data transmission even though CPS is invoiced for the data transmission costs. After receiving the invoice for GPS data transmission costs, CPS subtracts the usage costs from the invoices of the responsible bus vendor. CPS does not incur an actual cost for these services. The invoices are routed through CPS because AT&T provides a discount to CPS. These services are essential to operations and allow CPS to track bus vendor activity and make strategic decisions on bus routing.

**VENDOR:**

- 1) Vendor # 59509  
AT & T MOBILITY NATIONAL ACCOUNTS,  
LLC  
P.O. BOX 6463  
CAROL STREAM, IL 60147  
Dominic Savone  
312-364-6275

**USER:**

Student Transportation  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Patricia L. Taylor  
Phone: 773-553-2900

**SCOPE OF SERVICES:**

The vendor provided GPS data transmission for tracking all CPS bus vendor buses.

**DELIVERABLES:**

Ongoing transmission of GPS data.

**OUTCOMES:**

Vendor services resulted in continued monitoring of bus activity and more efficient bus routing.

**COMPENSATION:**

Vendor shall be paid total amount not to exceed \$168,101.35.

**AFFIRMATIVE ACTION:**

A review of Minority and Women Business Enterprise participation was precluded due to completed contract performance.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Transportation: \$168,101.35 Fiscal Year:2009

CFDA# : Not Applicable

**10-0428-PR6**

**APPROVE ENTERING INTO AN AGREEMENT WITH AT AND T FOR GLOBAL POSITIONING SATELLITE ("GPS") DATA TRANSMISSION SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with AT & T to provide Global Position Satellite ("GPS") data transmission services on all Chicago Public School bus vendors' buses at a cost not to exceed \$177,600. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:**

- 1) Vendor # 59509  
AT & T MOBILITY NATIONAL ACCOUNTS,  
LLC  
P.O. BOX 6463  
CAROL STREAM, IL 60147  
Dominic Savone  
312-364-6275

**USER:**

Student Transportation  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Patricia L. Taylor  
Phone: 773-553-2900

**TERM:**

The term of this agreement shall commence on April 29, 2010 and shall end December 28, 2010.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

The vendor shall provide GPS data transmission for tracking all CPS bus vendors' buses.

**DELIVERABLES:**

Vendor shall deliver ongoing transmission of GPS data.

**OUTCOMES:**

Vendor's services will result in continued monitoring of bus activity and more efficient bus routing.

**COMPENSATION:**

Vendor shall be paid as follows: upon monthly invoicing not to exceed the sum of \$177,600.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement.

Authorize the President and Secretary to execute the agreement. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Program), this contract is exempt for review because the nature of the service is a unique transaction.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Transportation: \$177,600

**CFDA# :** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR7

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH C AND M JV1 COMPANY, LTD FOR MILK SUPPLY AND DELIVERY SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first option to extend the agreement with C&M JV1 Company, Ltd. to provide milk supply and delivery to Chicago Public Schools at cost for the option period not to exceed \$21,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250053  
Contract Administrator : Patricia Hernandez / 773-553-2256

**VENDOR:**

1) Vendor # 39550  
C & M JV1 COMPANY, LTD.  
16408 S. PULASKI ROAD  
MARKHAM, IL 60426  
Christine Stajaczak  
708-596-3436

**USER:**

Citywide Food Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Louise Esaian  
Phone: 773-553-2830

**ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 09-0826-PR5) in the amount of \$20,163,001.00 is for a term commencing September 1, 2009 and ending June 18, 2010 with the Board having four (4) options to extend for one-year each. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250053).

**OPTION PERIOD:**

The term of this agreement is being extended for one-year commencing June 19, 2010 and ending June 18, 2011.

**OPTION PERIODS REMAINING:**

There are 3 option periods for one year each remaining.

**SCOPE OF SERVICES:**

Vendor shall continue to supply and deliver milk to Chicago Public Schools as set forth in the original agreement.

**DELIVERABLES:**

Vendor will continue to supply and deliver milk as set forth in the agreement.

**OUTCOMES:**

Vendor's services shall continue to result in the delivery of quality milk products for consumption by Chicago Public Schools students.

**COMPENSATION:**

Vendor shall be paid during this option period in accordance with the terms and rates set forth in the original agreement; total cost for the option period not to exceed \$21,000,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 10% MBE and 15% WBE. However, pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Good and Services Contracts, the Waiver Review Committee recommends that a partial waiver of the MBE goal be granted as the vendor has demonstrated reasonable good faith efforts in achieving participation.

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 1%  
Petromex - 1%  
14702 S. Hamlin  
Markham, IL 60426  
Contact: Felipe Estrada

Total WBE 99%  
C & C Dairy, Inc.  
16408 S. Pulaski Rd.  
Markham, IL 60453  
Contact Person: Christine Stajaczak

McMahon Food Corp.  
2110 S. Marshall Blvd  
Chicago, IL 60623  
Contact Person: Bridget McMahon

Krystal Dairy Services, Inc.  
18121 Highwood Ave.  
Homewood, IL 60430  
Contact: Mary Catherine Hrascinski

**LSC REVIEW:**  
Local School Council approval is not applicable to this report.

**FINANCIAL:**  
Charge to Food Services: \$21,000,000  
Source of Funds: Lunchroom Funds

12050-312-53205-256009-000000-2011	\$21,000,000.00
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**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR8**

**APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the award of Capital Improvement Program construction contracts in the amount of \$30,133,187.96 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts are for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$165,123.18 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$567,873.08 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

**FINANCIAL:** Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.  
Budget classification: Fund – 470, 499, 436, and 474 will be used for all Change Orders (Appendix B & C); Funding source for new contracts is so indicated on Appendix A  
Funding Source: Capital Funding

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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Appendix A  
April 2010

**Appendix A**  
April 2010

REG. SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARD DATE	AWARD YEAR	PROJECT COMPLETE	CIP BUDGET FUND CONTRACT #	PROJECT SCOPE AND NOTES		ANTICIPATED COMPLETE
							1	2	
2 Home ES	Chicago Commercial Contractors, LLC	ADA-Renovation	\$ 1,110,372.00	3/29/2010	2010	\$ 1,261,321	\$ 2,300,000	499	1/23/2010
							Phase 2 (if 3) ADA, provide summer critical scope		
							Classrooms (4 total), including installation of 2nd staircase (with Luma for Egress, installation (2) new TUs, replacement of standing seam roof for 4th floor, replacement of 4th floor skylights and windows, installation of new ceiling tile (for the classrooms), flooring and lighting, installation of new ceiling tile (in new corridor, hard in classrooms), installation of new exterior, non-Summer critical, SCOPe INCLUDES: installation of new trees, trees and pathway trees, assume patching, complete seal coating and resealing of North parking lots (2 total), relocation of existing ornamental fence, and installation of new trash enclosure		
2 Schneider ES	F H Paschen, S N Nielsen & Associates, LLC	ADA-Renovation	\$ 2,694,000.00	2/22/2010	2010	\$ 2,945,955	\$ 3,441,013	499	1/1/2010
							Repair existing exterior masonry walls and parapet, repair existing exterior steel beams at masonry openings, replace the existing roof, install ADA compliant exterior signage at all rooms and for the elevator, new 4-section interior rollshades, hydraulic elevator, new stage for, replace exterior doors (frames and hardware also) at all classroom doors to condens, new accessible lighting system, new emergency battery pack lighting, new emergency exit sign signage		
							\$ 5,387,794.00		
3 Brown ES	Chicago Commercial Contractors, LLC	ADA-Renovation	\$ 1,155,497.00	2/22/2010	2009	\$ 1,362,207	\$ 1,843,525	495	1/8/2010
							New exterior elevator, various ADA upgrades to include bathrooms classrooms and front entrance, fire alarm		
3 Faraday ES	F H Paschen, S N Nielsen & Associates, LLC	ADA-Renovation	\$ 518,000.00	2/26/2010	2010	\$ 595,355	\$ 2,308,075	495	1/23/2010
							Smashable signage, elevator stage lift, the alarm		
3 Juanita HS	F H Paschen, S N Nielsen & Associates, LLC	:0C	\$ 479,633.03	2/22/2010	2010	\$ 556,809	\$ 850,000	496	9/1/2010
							Replace existing bathroom ADA Provide structural modifications for new AHU Moody return ductwork, Provide ductwork outside, Patch roofing around new ducts, Provide structural modification for new AHU Moody return ductwork, Provide ductwork of used metal deck throughout, identified after painting of ceiling		
3 IMES ES	K R Haer	ADA-Renovation	\$ 960,753.00	2/17/2010	2010	\$ 1,368,307	\$ 2,749,259	496	10/31/2010
							New signage for exterior ADA entry and interior rooms, new 2-stop interior hallways, hydraulic elevator, replace and relocate existing doors to bathroom, provide new ADA compliant door hardware at reduced doors and all existing office door convert 2 swing open, update existing fire alarm system, provide code compliant emergency spring system		
3 Sauer ES	Bundtmaier Construction	B.R. Renovation	\$ 3,116,000.00	3/3/2010	2009	\$ 3,581,163	\$ 4,611,875	496	1/8/2010
							ADA upgrades to classrooms, bathrooms and corridors, replacement of doors and associated HVAC equipment, roof replacement, installation of new fire alarm		
3 Tabor ES	F H Paschen, S N Nielsen & Associates, LLC	ADA Renovation	\$ 1,416,000.00	3/3/2010	2010	\$ 1,482,215	\$ 3,174,34C	499	1/1/2010
							New accessible main entrance, new ADA compliant exterior and interior signage, new 6-stop elevator (3 stops at original building), new ADA compliant exit signage serving all three floors of the 1971 building, new star vestibule at doors two and three, new ADA compliant fire alarm system, new system, Emergency Lighting System with a new interior emergency generator and automatic transfer switch		
							\$ 7,645,843.03		
4 Durfee HS	Rehane & Associates	ADA-Renovation	\$ 2,427,016.00	2/22/2010	2010	\$ 2,651,359	\$ 4,144,00C	497	1/1/2010
							*BLAZ77: install LULLA emergency fire alarm system, various ADA upgrades in bathrooms, classrooms and auditorium		
							\$ 2,407,078.00		
6 Holmes ES	F H Paschen, S N Nielsen & Associates, LLC	ADC Renovation	\$ 2,115,000.30	3/4/2010	2010	\$ 3,321,642	\$ 3,440,20C	498	1/1/2010
							Build a single story annex to a kitchen, during ADA renovations, update kitchen and ADA accessible bathrooms, fire alarm		
6 Farns ES	Chicago Commercial Contractors, LLC	ADA Renovation	\$ 471,864.30	2/19/2010	2010	\$ 524,111	\$ 2,932,828	499	10/31/2010
							3 stop elevator, stage lift, stage toilet door replacement, fire alarm replacement, second electrical panel relocation		

## Appendix A

April 2010

REG. SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARDED	PROJECT YEAR	FISCAL YEAR	CIP BUDGET	FUND CONTRACT #	PROJECT SCOPE AND NOTES		ANTICIPATED COMPLETE
								AWARD DATE	PROJECT COMPLETE	
\$ South Cheyenne Academy	F.H. Paschen, S.H. Nielsen & Associates, LLC	ADA-Renovation	\$ 1,174,000.00	2/22/2010	2010	\$ 1,387,985	499	1852319	New ADA compliant renovation scope: new ADA compliant auditorium and entry doors, new accessible trash or MRI elevator, remove existing metal flooring at Rooms B-7 and B-8, convert B-7 and B-8 into office spaces with low partition walls, provide new demising wall in existing drama room, widen existing door openings in masonry bearing walls, replace existing door hardware with ADA compliant door hardware, convert (1) existing classroom and hallway to new Level 1 Standards, add (1) existing classroom into computer lab (1 computer, 1 wireless), convert existing library into a classroom, gymnasium renovation (provide accessible lighting system, provide new entry doors, remove existing ceiling mounted equipment, replace ceiling tile)	10/31/2010
			<u>\$ 4,114,844.00</u>							
6	Carver Middle	F.H. Paschen, S.H. Nielsen & Associates, LLC	JOC	\$ 349,522.92	2/26/2010	2010	\$ 401,018	\$ 500,000	499	1852411
										Project scope to perform a portion (approximately 75%) of the total environmental work associated with the 2010-CSP project under the JOC program to expedite the work to allow for the aggressive schedule for the CSP project. Scope includes environmental removal of VAP floors, asbestos pipe insulation and lead mitigation/removal.
6	Watten ES	F.H. Paschen, S.H. Nielsen & Associates, LLC	B/R-Renovation	\$ 842,000.00	2/22/2010	2010	\$ 1,005,463	\$ 2,435,000	499	1852322
										Replacement of the existing LPS heating system with a new dual temperature hydronic system including new boilers, circulation pumps and new unit ventilators. Also included is limited lighting replacement primarily in the corridors.
			<u>\$ 1,191,522.92</u>							2/28/2011
			<u>All Work Total:</u>					<u>\$ 30,153,187.56</u>		

REG.	SCHOOL	Affirmative Action			
		AA	H	A	WBE
1	Amundsen HS	4	17	10	16
1	Reilly ES	6	19	0	5
1	Rogers ES	5	23	0	5
1	Schurz HS	11	0	19	10
1	Waters ES	25	0	0	5
2	Chase ES	16	10	4	16
2	Howe ES	7	20	3	5
2	Schneider ES	30	0	0	10
3	Brown ES	10	20	0	7
3	Faraday ES	10	22	0	7
3	Juarez HS	2	40	0	5
3	Medill ES	15	28	0	7
3	Sudder ES	19	8	0	8
3	Tilton ES	14	6	10	7
4	Dunbar HS	0	30	0	13
5	Holmes ES	16	14	0	10
5	Fermi ES	16	0	13	5
5	South Chicago/Epic Academy	5	25	8	7
6	Carver Middle	45	0	0	2
6	Warren ES	1	24	0	5

CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

April Change Order Log  
Changes Under \$50,000 and 10% (Cumulatively)

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC	COR # CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL AMOUNT	REVISED AMOUNT	TOT CON	TOT % OF TIME EXTN	
Austin High School	1666990	09-0624-PR8	3	GC	Tyler Lane Construction, Inc.	1031	\$4,473	\$161,764	\$8,102,080	\$8,268,317	2.05%	0
<b>DESCRIPTION</b>												
	>> Replace steam isolation valve at fan SF-7											
	Replace zone damper at Mixing Box 24, and repair steam leaks at supply piping to fans SF-2 and SF-5											
Austin High School	1666990	09-0624-PR8	3	GC	Tyler Lane Construction, Inc.	1032	\$4,701	\$161,764	\$8,102,080	\$8,268,545	2.05%	0
<b>DESCRIPTION</b>												
	>> Modification to BAS sequence of operation for heating/cooling mixing boxes											
Austin High School	1666990	09-0624-PR8	3	GC	Tyler Lane Construction, Inc.	1032	\$1,230	\$161,764	\$8,102,080	\$8,265,074	2.01%	0
<b>DESCRIPTION</b>												
	>> Replace the HW user valves for the new unisex bathrooms											
Crescent Multiplex	1766330	09-0722-PR8	3	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1005	(\$3,921)	\$97,423	\$947,000	\$1,040,502	9.87%	0
<b>DESCRIPTION</b>												
	>> Credit for not changing mounting heights of lavatories											
Graham Training Center High School	1715545	09-0624-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1004	(\$2,445)	\$0	\$587,000	\$584,555	-0.42%	0
<b>DESCRIPTION</b>												
	>> Provide black vinyl slats at existing chain link fence											
	Credit installation of wood fence.											
Harvard School	1556566	08-0723-PR8	5	GC	Tyler Lane Construction, Inc.	1061	\$1,254	\$43,463	\$2,701,130	\$2,745,847	1.66%	0
<b>DESCRIPTION</b>												
	>> GC to provide labor and material to install a new 24 in x 28 in glazed opening in the Assistant Principal's office door											
Harvard School	1556566	08-0723-PR8	5	GC	Tyler Lane Construction, Inc.	1063	\$1,207	\$43,463	\$2,701,130	\$2,745,800	1.65%	0
<b>DESCRIPTION</b>												
	>> GC to provide labor and material to remove and replace, with new, dead bolt lock sets at 5 existing janitor closets											
Harvard School	1556566	08-0723-PR8	5	GC	Tyler Lane Construction, Inc.	1064	\$2,576	\$43,463	\$2,701,130	\$2,747,169	1.70%	0
<b>DESCRIPTION</b>												
	>> GC to repair discovered electrical conduit and ground wire damaged during excavation of courtyard											
Harvard School	1556566	08-0723-PR8	5	GC	Tyler Lane Construction, Inc.	1066	\$1,612	\$43,463	\$2,701,130	\$2,746,205	1.67%	0
<b>DESCRIPTION</b>												
	EAO >> GC to furnish and install new A+ Phone Master Station (AX-8MV) and Exterior Door Station (AX-DV) to match existing at the School											
Harvard School	1556566	08-0723-PR8	5	GC	Tyler Lane Construction, Inc.	1067	\$2,142	\$43,463	\$2,701,130	\$2,746,735	1.69%	0
<b>DESCRIPTION</b>												
	EAO >> GC to furnish and install 4 exists signs per the AOR direction as shown in sketch SK-2-35a											
Harvard School	1556566	08-0723-PR8	5	GC	Tyler Lane Construction, Inc.	1072	\$9,047	\$43,463	\$2,701,130	\$2,753,635	1.94%	C
<b>DESCRIPTION</b>												
	EAO >> GC to provide a 10x18 mm 1/4" x 5/8 in plate at location for door CR01 & CR02 on 8 in CMU wall above the header to the continuous horizontal ladder belt at 16.7 in on center vertically and #3 1/2" in long horizontal											
	24 in on center embedded into the adjacent perimeter masonry walls per AOR sketches											

CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

**April Change Order Log**  
**Changes Under \$50,000 and 10% (Cumulatively)**

APPENDIX B  
3/11/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR# CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT CON	% OF TIME EXTN	
Harvard School	1556966	08-0723-PR6	5	GC	Tyler Lane Construction, Inc.	1024	\$5,020	\$43,463	\$2,701,130	\$2,749,813	1.79%	0
DESCRIPTION	>> GC to rebuild existing entry to receive new entry doors per the contract documents. Refer to the AOR sketches provided.											
E&O >> GC to provide labor and material to construct a CMU pipe chase at all floors to include fireproofing, wall finish, and paint. Refer to AOR sketches provided.												
Harvard School	1556966	08-0723-PR6	5	GC	Tyler Lane Construction, Inc.	1025	\$7,269	\$43,463	\$2,701,130	\$2,751,862	1.88%	0
DESCRIPTION	>> GC to add two (2) type 'A' fixtures in ceiling at the second floor of the new link per the AOR sketch											
E&O >> GC to add two (2) type 'A' fixtures in ceiling at the second floor of the new link per the AOR sketch												
Juarez High School	1524387	08-0602-PR11	3	GC	F.H. Paschen, S/N Nielsen & Assoc. Inc.	067	\$6,178	\$1,198,349	\$22,561,000	\$23,765,527	5.34%	0
DESCRIPTION	>> Relocate fire protection valves and piping to be tight against wall at Stair 202.											
Juarez High School	1524387	08-0602-PR11	3	GC	F.H. Paschen, S/N Nielsen & Assoc. Inc.	071	\$9,000	\$1,198,349	\$22,561,000	\$23,768,349	5.35%	0
DESCRIPTION	>> Provide different lighted bollard in lieu of specified product											
Lawndale Academy	1723721	09-0624-PR8	3	GC	Chicago Commercial Contractors LLC	1053	\$4,758	\$240,718	\$5,331,837	\$5,577,313	4.60%	0
DESCRIPTION	>> Provide metal plate at light fixtures in corridors in East building											
Lawndale Academy	1723721	09-0624-PR8	3	GC	Chicago Commercial Contractors LLC	2046	\$1,658	\$240,718	\$5,331,837	\$5,574,223	4.55%	0
DESCRIPTION	>> Replace steam trap assembly off main boiler header											
Mason School	1765459	09-0722-PR6	3	GC	F.H. Paschen, S/N Nielsen & Assoc. Inc.	1015	\$39,069	\$8,148	\$1,592,000	\$1,639,217	2.97%	C
DESCRIPTION	>> Provide new electrical sub-panel at elevator											
E&O >> Provide new disconnected switch for elevator												
DESCRIPTION	>> Environmental work - lead based paint removal and demolition at drinking fountains. discovered asbestos tile											
E&O >> Environmental work - lead based paint removal and demolition at drinking fountains. discovered asbestos tile												
E&O >> remove the tile and mastics in room 107 and 207												
Ogletree School	156768C	04-0625-PR7	5	GC	Reliable & Associates Construction Co	03	(\$6,180)	\$53,562	\$58,679	\$63,061	8.09%	0
DESCRIPTION	>> FINAL CHANGE ORDER - Remove, salvage, and protect existing tile coping stones. Wrap new membrane up and over, and secure in bed of mortar. Reinstall clay tile coping stones in new bed of mortar. Replace 2 wythes of masonry for 4 courses high at top of wall adjacent to new gutter installation. Provide any applicable credit for previous scope deleted at roof 'D'. Approximately 100 LF.											
Partner School	109502	06-0524 PR4	1	GC	Reliable & Associates Construction Co	15	(\$4,287)	\$56,197	\$834,981	\$806,870	6.22%	0
DESCRIPTION	>> FINAL CHANGE ORDER - Delete the fire Alarm Devices, wire and conduit in the main building's gym space											
E&O >> Credit approximately 11 P14 fixtures and 4 P13 fixtures and 4 P1A fixtures												
DESCRIPTION	>> Provide credit for the installation of the GYM and Auditorium Lighting. To include all conduit wire stretching, scaffolding, patch & paint to fulfill the contract documents											

AGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

April Change Order Log  
Changes Under \$50,000 and 10% (Cumulatively)

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR # CO/AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL AMOUNT	REVISED CONTRACT AMOUNT	TOT CON AMOUNT	TOT % OF TIME CON EXTN
Senn High School, Nicholas	1738469	09-0722-PR6	1	GC	F H Paschen, S N Nielsen & Assoc. Inc	SOW 24	\$6,078	\$86,092	\$3,089,000	\$3,181,170	2.98% 0
DESCRIPTION		>> Furnish and install new curtains and valance stage for Room 130									
Senn High School, Nicholas	1738469	09-0722-PR6	1	GC	F H Paschen, S N Nielsen & Assoc. Inc	SOW 3C	\$10,017	\$86,092	\$3,089,000	\$3,185,109	3.11% 0
DESCRIPTION		E&O >> Furnish and install T of concrete slab in half of the lobby									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1035	\$7,132	\$201,094	\$26,616,121	\$26,824,347 0.78% 0
DESCRIPTION		E&O >> Initial locations of demolished air grills. Per RFI #106									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1058	\$5,487	\$201,094	\$26,616,121	\$26,822,702 0.78% 0
DESCRIPTION		>> Provide doors at storage rooms inside rooms 104 and 107									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1059	\$5,066	\$201,094	\$26,616,121	\$26,822,281 0.77% 0
DESCRIPTION		>> provide conduiture for new phone line for existing elevator Additionally, provide new electrical disconnects in the elevator machine room									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1061	\$7,182	\$201,094	\$26,616,121	\$26,824,397 0.78% 0
DESCRIPTION		>> Additional asphalt and striping at parking lot by boiler room									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1065	\$2,295	\$201,094	\$26,616,121	\$26,819,510 0.76% 0
DESCRIPTION		E&O >> Provide new gypsum board ceiling in vestibule V-12 As per RFH #182									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1069	\$4,390	\$201,094	\$26,616,121	\$26,821,805 0.77% 0
DESCRIPTION		E&O >> Provide new door at East Wing elevator penthouse									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc		1074	\$4,520	\$201,094	\$26,616,121	\$26,821,735 0.77% 0
DESCRIPTION		E&O >> Provide thresholds at several doors in the basement									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction Inc		1077	\$6,058	\$201,094	\$26,616,121	\$26,822,273 0.77% 0
DESCRIPTION		>> Demolish existing curtain room dividers in classrooms 162/163 and 168/176									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction Inc		1078	\$6,891	\$221,094	\$26,616,121	\$26,823,206 0.76% 0
DESCRIPTION		E&O >> Provide a new drywall ceiling at 3 locations where old drywalls were demolished									
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction Inc		1079	\$2,617	\$201,094	\$26,616,121	\$26,820,032 0.77% 0
DESCRIPTION		>> Repair/replace compressor for existing cooler									

April 28, 2010

DETROIT PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

## April Change Order Log

### Changes Under \$50,000 and 10% (Cumulatively)

April Change Order Log						
Changes Under \$50,000 and 10% (Cumulatively)						
FACILITY	CONTRACT #	REG	TYPE	GENERAL CONTRACTOR	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT
				ARCHITECT OF REC	PREVIOUS APPROVED CHANGES	TOT CON EXTR
Sparkling Elementary School	1677002	05-025-PR4	3	GC	\$201,094	\$26,840,399
DESCRIPTION	>> Additional plaster and painting work in auditorium					0.84% 0
Fate School	1817019	09-1-028-PR3	5	GC	\$2,108,429	\$2,099,554
DESCRIPTION	>> CREDIT Changing the curtain wall system to a window wall system					-0.47% 0
						Total Change Orders: \$165,123.18

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

## April Change Order Log

### Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C  
3/11/2010

10-0428-PR9

**APPROVE ENTERING INTO AN AGREEMENT WITH CHARTWELLS/THOMPSON FOR FOOD SERVICES MANAGEMENT**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Chartwells/Thompson, a joint venture, to provide food services management to Chicago Public Schools at a cost not to exceed \$61,712,416. Vendor was selected on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification number 10-250012). A written agreement for Vendor's services is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 10-250012  
Contract Administrator : Nanzi Flores / 773-553-2273  
**CONSULTANT:**

1) Vendor # 31351  
CHARTWELLS/THOMPSON C/O  
COMPASS GROUP  
700 NORTH SACRAMENTO BLVD., STE  
321  
CHICAGO, IL 60612  
Keith T. Cullinan  
773-722-4964  
914-935-5550

**USER:**

Citywide Food Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Louise Esaian  
Phone: 773-553-2830

**TERM:**

The term of this agreement shall commence on June 21, 2010 and shall end June 20, 2011. This agreement shall have four options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Vendor shall provide management services in approximately 450 schools. The Vendor shall supply all food, except fluid milk, and must meet or exceed the CPS Nutrition Standards and U.S. Department of Agriculture (USDA) requirements, as appropriate, for the Child Nutrition School Lunch and Breakfast Program, Child and Adult Care Food Program, Seamless Summer Feeding Program, and any additional feeding program added through the contract period.

**DELIVERABLES:**

Vendor will supply breakfast, lunch, after-school snacks and dinner to Chicago Public Schools.

**OUTCOMES:**

Vendor's services will result in nutritious and appealing meals that meet federal, state and local regulations and CPS standards.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$61,712,416.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are; 30% total MBE and 10% total WBE participation.  
The Vendor has identified the following:

**Total MBE- 30%**  
Christina Foods, Inc.  
1056 West Lake Street  
Chicago, IL 60607  
Contact: Cesar Dovalina

T&T Food Services, Inc.  
2046 West Lake Street  
Chicago, IL 60612  
Contact: Andrea Chapman

Grandma Maud's  
5020 South Lake Shore Drive  
Chicago, IL 60615  
Contact: Paul Fregia

Hensaal Management Group  
1130 South Wabash Avenue  
Chicago, IL 60605  
Contact: Arnold Hennings

LaPaloma Scientific Corporation  
1250 West Palmer  
Freeport, IL 61032  
Contact: Joseph Cardoso

Swagger Foods Corporation  
900 Corporate Woods Parkway  
Vernon Hills, IL 60061  
Contact: Terry Shin

Baja Foods, LLC  
636 Root Street  
Chicago, IL 60609  
Contact: Art Velasquez

**Total WBE-10%**  
Balton Corporation  
8008 South Chicago Avenue  
Chicago, IL 60617  
Contact: Shari Wilson

Coffee, Tea, Me, Inc.  
P.O. Box 7016  
Villa Park, IL 60181  
Contact: Gwen Maybin

Dori Wilson & Associates  
200 East Walton Place, Suite 5  
Chicago, IL 60611  
Contact: Dori Wilson

The Comfort Cake Company  
1243 South Wabash Avenue, Suite 201  
Chicago, IL 60605  
Contact: Amy Hillard

D&D Business, Inc. d/b/a DDI Printing  
7830 Quincy Street  
Willowbrook, IL 60520  
Contact: Darmi Parikh

B&L Distributors, Inc.  
7808 College Drive  
Palos Heights, IL 60463  
Contact: Donna Alm

**LSC REVIEW:**  
Local School Council approval is not applicable to this report.

**FINANCIAL:**  
Charge to Lunchroom, Summer School, Lighthouse Funds: 61,712,146

12050-312-53205-256009-000000-2011	\$59,020,939.00
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12050-314-53205-256009-000000-2011	\$1,578,991.00
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12050-312-53205-256212-000000-2011

\$1,112,216.00

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR10**

**APPROVE ENTERING INTO AN AGREEMENT WITH CHICAGO INTERNATIONAL TRUCKS, LLC  
FOR THE PURCHASE AND INSTALLATION OF DIESEL OXIDATION EQUIPMENT**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Chicago International Truck, LLC for the purchase of and the installation of diesel oxidation equipment for Department of Operations at a cost not to exceed \$879,970.00. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification Number 08-250045). A written agreement for this purchase is currently available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 08-250045  
 Contract Administrator : Patricia Hernandez / 773-553-2256  
**VENDOR:**

- 1) Vendor # 10939  
 CHICAGO INTERNATIONAL TRUCKS, LLC  
 1827 WARDEN OFFICE SQ- STE 275  
 SCHAUMBURG, IL 60173  
 Joe Coconate  
 847-875-3612  
 847-669-3950

**USER:**

Student Transportation  
 125 South Clark Street 16th Floor  
 Chicago, IL 60603

Contact : Pat Taylor  
 Phone: 773-553-2872

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end 12 months thereafter. This agreement shall have two options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Goods: Vendor shall provide diesel oxidation equipment and installation: Equipment includes: diesel particulate matter filters, diesel oxidation catalyst and installation kits.

Quantity: as indicated in contract.

Unit Price: as indicated in contract.

Total Cost Not to Exceed: \$879,970.00

**OUTCOMES:**

This purchase will result in diesel oxidation equipment being installed on school buses that provide transportation services to Chicago Public Schools.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of \$879,970.00.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the section 5.2.4 of the Remedial Program for Minority and Women Business Enterprise Contract Participation in goods and Services (M/WBE Program) this contact is except for review because it is a unique transaction.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Bureau of Student Transportation.

11940-324-54210-255052-511209-2010	\$414,061.00
11940-324-54210-255052-511219-2010	\$373,909.00
11940-324-54210-255052-000000-2010	\$92,000.00

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR11**

**APPROVE EXERCISING THE FIRST OPTION TO RENEW PRE-QUALIFICATION STATUS AND ENTERING INTO AGREEMENTS WITH CONTRACTORS TO PROVIDE DEMOLITION AND SITE PREPARATION SERVICES FOR THE BOARD OF EDUCATIONS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first option to renew the pre-qualification status of contractors and approve entering into written master agreements with new contractors to provide demolition and site preparation services at a cost for the one-year period not to exceed \$15,000,000 in the aggregate. New contractors were selected on a competitive basis pursuant to a duly advertised Request for Qualification (Specification 09-250026). Written documents exercising these options and written master agreements for the new contractors are currently being negotiated. No payment shall be made to any contractor during the option period prior to execution of their written option document. No services shall be provided by and no payment shall be made to any new contractor prior to the execution of their written master agreement. The authority granted herein shall automatically rescind as to each contractor in the event their respective written option document or master agreement is not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 09-250026  
 Contract Administrator : Patricia Hernandez / 773-553-2256

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Patricia L. Taylor  
Phone: 773-553-2900

**ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report 09-1123-PR7) in the aggregate amount of \$15,000,000 are for a term commencing upon date of execution and ending June 30, 2010, with the Board having two options to renew for one year periods. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Qualification (Specification No: 09-250026).

**OPTION PERIOD:**

The term of each agreement is being extended for one year commencing July 1, 2010 and ending June 30, 2011.

**TERM FOR NEW CONTRACTORS:**

The term of the pre-qualified period and each master agreement with the three (3) new contractors: All-Bry Construction Company (#1), Dynamic Wrecking and Excavation, Inc. (#7), and Omega Demolition Corp. (#14), shall commence upon execution and end June 30, 2011. The Board shall have the right to extend the pre-qualified period and each new master agreement for one additional one-year period.

**OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

**SCOPE OF SERVICES:**

Contractors will continue to perform demolition and/or site preparation services required by scopes of work in compliance with all applicable rules, codes and regulations, including but not limited to:

- a) Procurement of all permits, licenses and approvals,
- b) Planning, coordination and supervisions of the work,
- c) Procurement of all materials, equipment, labor and vendor services,
- d) Contract administration,
- e) Provision of insurance and bonds,
- f) UST remediation and site environmental services as necessary or required, and
- g) Corrective work and close out.

**DELIVERABLES:**

Contractors will continue to provide pre-qualified demolition and site preparation services to the Board's Capital Improvement Program.

**OUTCOMES:**

Contractor's services will result in pre-qualified demolition and site preparation services.

**COMPENSATION:**

The sum of payments to all pre-qualified contractors for this period shall not exceed \$15,000,000 in the aggregate.

**USE OF POOL:** The Board shall solicit sealed bids for each demolition and/or site preparation project on a standard format from the pre-qualified Contractors. Contractors with the lowest responsive and responsible bid will be identified to provide the services for that demolition and/or site preparation project.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents and master agreements. Authorize the President and Secretary to execute the option documents and master agreements. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to Section 6.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Construction Contracts, the Per Contract and Category Goals for M/WBE participation will be utilized. Thus, contracts for vendors in the pool will be subject to compliance reviews on a contract by contract basis with minimum goals set at 30% MBE and 2% WBE participation.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Facilities: \$15,000,000

Fiscal Year: FY10-12

Source of Funds: Various Capital Funds

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

1)	Vendor # 81957 ALL-BRY CONSTRUCTION COMPANY 145 TOWER DRIVE., UNIT 7 BURR RIDGE, IL 60527 Thomas W. Girouard 630-655-9567 630-655-9597	7)	Vendor # 64699 DYNAMIC WRECKING & EXCAVATION 16901 SOUTH VAN DAM ROAD., STE 598 SOUTH HOLLAND, IL 60473 Rasheed H. Bonds 708-339-7633 708-339-2973
2)	Vendor # 20110 AMERICAN DEMOLITION CORP. 305 RAMONA AVENUE ELGIN, IL 60120-0000 William R. Beaman 847-608-0010 847-608-0060	8)	Vendor # 32361 HENEGHAN WRECKING AND EXCAVATING COMPANY, INC 1321 W. CONCORD PLACE CHICAGO, IL 60642 Rita Heneghan 773-342-9009 773-342-6123
3)	Vendor # 99842 BECHSTEIN CONSTRUCTION CORPORATION 17368 68TH CT. TINLEY PARK, IL 60477 Kelly Marmo 708-532-3500 708-532-7774	9)	Vendor # 63166 JOHN KENO AND COMPANY 8608 WEST CATALPA AVENUE, SUITE 808 CHICAGO, IL 60656 John K. Vignocchi 773-380-0700 773-380-0706
4)	Vendor # 20113 BRANDENBURG INDUSTRIAL SERVICE CO. 2625 S. LOOMIS CHICAGO, IL 60608-0000 John O'Keefe 312-326-5800 312-326-5055	10)	Vendor # 99843 MCDONAGH DEMOLITION INC 1269 WEST LE MOYNE CHICAGO, IL 60642 John Tisdall 773-276-7707 773-276-7727
5)	Vendor # 29607 D.M.D. SERVICES, INC. 32 EAST LAKE STREET NORTHLAKE, IL 60164 Dominick Disilvio 708-344-3669 708-344-3206	11)	Vendor # 26809 N.F. DEMOLITION, INC. 6035 WEST 31 STREET CICERO, IL 60804 Nicholas Fratantion 708-652-8300 708-652-8650
6)	Vendor # 27796 DELTA DEMOLITION, INC 1230 N. KOSTNER CHICAGO, IL 60651 Jeffery M. Finucane 773-252-6370 773-252-8263	12)	Vendor # 30729 NATIONAL WRECKING COMPANY 2441 NORTH LEAVITT STREET CHICAGO, IL 60647 Allen D. Mandell 773-384-2800 773-384-0403

- 13) Vendor # 11067  
OLD VETERAN CONSTRUCTION, INC  
10942 SOUTH HALSTED STREET  
CHICAGO, IL 60628  
Jose Maldonado  
773-821-9900  
773-821-9911
- 14) Vendor # 66630  
OMEGA DEMOLITION CORP.  
31W566 SPAULDING RD.  
ELGIN, IL 60120  
Jennifer Zychowski  
630-837-3000  
630-837-2300

## 10-0428-PR12

### APPROVE AMENDING RENEWAL AGREEMENT WITH EVEN KEEL STRATEGIES, INC. FOR CONSULTING SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve amending the renewal agreement with Even Keel Strategies, Inc. to provide consulting services to Nutrition Support Services to increase the compensation amount for the renewal term from \$74,250.00 to \$119,870.00 and to correct the term of the renewal period. The renewal was approved pursuant to 09-0623-CPOR-934. This Board Report is necessary because the total compensation amount of the renewal agreement will exceed \$75,000. No payment above the previously authorized amount shall be made to Consultant prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of this Board Report. Information pertinent to this amendment is stated below.

#### VENDOR:

- 1) Vendor # 68098  
EVEN KEEL STRATEGIES, INC  
1818 WEST LELAND., STE 300  
CHICAGO, IL 60640  
Molly Mangan  
312-209-0611

#### USER:

Citywide Food Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Louise Esaian  
Phone: 773-553-2830

#### ORIGINAL AGREEMENT:

The original Agreement (authorized by Chief Purchasing Officer Report 09-0305-CPOR-763) was for a term commencing February 4, 2009 and ending June 30, 2009 in the amount of \$74,385.00, with the parties having two (2) options to renew for periods of one year each. The parties exercised the first option (authorized by 09-0623-CPOR-934) in the amount of \$74,250.00 for a term commencing July 1, 2009 and ending June 30, 2010.

#### OPTION PERIOD:

The term of this agreement was extended for one year period commencing July 1, 2009 and ending June 30, 2010. The renewal agreement will be amended to correctly state the term of the first option period.

#### OPTION PERIODS REMAINING:

There is one option remaining for a period of one year.

#### SCOPE OF SERVICES:

Consultant will continue to provide Nutrition Support Services with a strategic partner and programmer to work in an environment where new applications are implemented and existing applications are modified.

#### DELIVERABLES:

Consultant will continue to provide technology leadership and support on core projects including:

- 1) Performance management data portal- including data capture, database management, and report generation
- 2) Meal eligibility application processing
- 3) Automation of the monthly claim for reimbursement
- 4) Point of sale requirement definitions.

**OUTCOMES:**

Consultant's services will result in performance management reporting at the school, area, and supervisory personnel level; required and enhanced meal application processing updates that reach all school locations to improve functionality and meet regulations; automation of monthly claim for reimbursement that result in over \$170M in state and federal funds; and strategy design for point of sale request for proposal.

**COMPENSATION:**

Consultant shall be paid during this option period in accordance with rates set forth in the amended renewal agreement; total compensation for this period not to exceed the sum of \$119,870.00.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written amendment to the renewal agreement. Authorize the President and Secretary to execute the amendment to the renewal agreement. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

The MWBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends that a waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the scope of service for this agreement is not further divisible.

The Vendor has identified the following:

**Total WBE - 100%**

Even Keel Strategies, Inc.  
1818 West Leland Ave., Suite 300  
Chicago, Illinois 60640  
Contact: Molly Mangan

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to lunchroom Fund: \$45,620

<u>12050-312-54125-256009-000000-2010</u>	<u>\$45,620.00</u>
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CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR13**

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE PRE-QUALIFICATION STATUS OF CONTRACTORS TO PROVIDE GENERAL CONTRACTING SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the second option to extend the pre-qualification status of contractors to provide general contracting services at a cost for the one-year period not to exceed \$250,000,000 in the aggregate. Written documents exercising these options are currently being negotiated. No payment shall be made to any contractor during this option period prior to the execution of their written option document. The authority granted herein shall automatically rescind as to each contractor in the event their respective written option document is not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 09-250013 AND 06-250027  
Contract Administrator : Patricia Hernandez / 773-553-2256

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Patricia Taylor  
Phone: 773-553-2900

**ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report 06-0628-PR15 as amended by Board Reports 08-0602-PR7, 08-1022-PR2 and 09-0422-PR6) are for a term commencing July 1, 2006 and ending June 30, 2009, with the Board having 2 options to extend for one year periods. The agreements were further extended (authorized by Board Report 09-0722-PR8) for a term commencing July 1, 2009 and ending June 30, 2010. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Qualifications (Specification No.:06-250027 and 09-250013). The Board is not renewing the agreements with K.R. Miller Construction Company and Pacific Construction Company.

**OPTION PERIOD:**

The pre-qualification status and term of these agreements is being extended for one year commencing July 1, 2010 and ending June 30, 2011.

**OPTION PERIODS REMAINING:**

There are no options periods remaining.

**SCOPE OF SERVICES:**

Contractors will continue to provide the following services:

Perform general construction contracting services required by the scope of work identified in the bid solicitation in compliance with applicable laws, rules, codes and regulations;

Procure all permits, licenses and approvals;

Plan, coordinate, administer and supervise the work;

Procure all materials, equipment, labor and vendor services required for each awarded project in accordance with the Board's Multi-Project Labor Agreement;

Provide required documents for the required insurance and provide the payment and performance bonds required for each awarded project;

Perform change order, corrective work and closeout completion;

Comply with Board directives and policies regarding each project;

Prepare and submit timely status and progress reports and update project completion schedules when requested by the Board;

Meet with Board representative regularly as required to discuss work in progress and other matters; and

Provide all required M/WBE documentation when responding to a specific bid solicitation

**DELIVERABLES:**

Contractors will continue to provide general contracting services to the Capital Improvement Program.

**OUTCOMES:**

Contractor's services will result in pre-qualified general contracting services.

**COMPENSATION:**

The sum of payments to all pre-qualified contractors for this one year period shall not exceed \$250,000,000 in the aggregate.

**USE OF GENERAL CONTRACTING POOL:** The Board shall solicit sealed bids for each project from the pre-qualified pool. The pre-qualified pool will be requested to furnish a lump-sum quotation in response to an invitation to bid for a defined scope of work. Each project shall be awarded to the lowest responsible, responsive bidder. A notice of award for each project shall be issued by the Chief Purchasing Officer and such award shall be ratified by the Board at the Board meeting immediately following such award.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the option documents.

**AFFIRMATIVE ACTION:**

All agreements formed pursuant to this Board Report shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Facilities: \$250,000,000.00 Fiscal Year: FY11-12

Budget Classification: Various Capital Funds

Source of Funds: Capital Funds

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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1) Vendor # 81957 ALL-BRY CONSTRUCTION COMPANY 145 TOWER DRIVE., UNIT 7 BURR RIDGE, IL 60527 Thomas W. Girouard 630-655-9567 630-655-9597	7) Vendor # 59564 CMM GROUP, INC 17704 PAXTON AVE. LANSING, IL 60438 Michael E. Bergin 708-251-5910 708-251-5912
2) Vendor # 31784 BLINDERMAN CONSTRUCTION CO., 8501 WEST HIGGINS RD., STE 320 CHICAGO, IL 60631 David Blinderman 773-444-0500 773-864-5857	8) Vendor # 22587 DOHERTY CONSTRUCTION, INC 163 N VALLEY HILL ROAD WOODSTOCK, IL 60098 Julia M. Doherty 815-334-8300 815-334-8325
3) Vendor # 31102 BROADWAY CONSOLIDATED 400 NORTH NOBLE CHICAGO, IL 60642 Margaret D. Garner 312-491-0330 312-491-0333	9) Vendor # 76326 F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES., LLC 8725 WEST HIGGINS RD., STE 200 CHICAGO, IL 60631 Joseph V. Scarpelli 773-444-3474 773-693-0064
4) Vendor # 91785 BROWN & MOMEN, INC 823 EAST DREXEL SQUARE CHICAGO, IL 60615 Max Jones 773-493-3743 773-493-1268	10) Vendor # 41829 FRIEDLER CONSTRUCTION CO. 2525 NORTH ELSTON AVE., #240 CHICAGO, IL 60647 Eric M. Friedler 773-489-1818 773-489-6560
5) Vendor # 59563 BURLING BUILDERS, INC 44 WEST 60TH STREET CHICAGO, IL 60621 John A. Girzardas 888-224-3294 888-224-3297	11) Vendor # 20242 GALAXY ENVIRONMENTAL, INC. 4242 NORTH CICERO AVE. CHICAGO, IL 60641 George A. Salinas 773-427-2980 773-427-2982
6) Vendor # 95594 CHICAGO COMMERCIAL CONTRACTORS, LLC 11921 SMITH DRIVE. HUNTLEY, IL 60142 Joseph V. Scarpelli 224-654-2122 224-654-2105	12) Vendor # 20152 GEORGE SOLLITT CONSTRUCTION CO 790 N CENTRAL AVE WOODDALE, IL 60191 John Pridmore 630-860-7333 630-860-7347

13) Vendor # 23292 H.L.F. CONSTRUCTION CO., INC. 150 N MICHIGAN AVE, STE 2800 CHICAGO, IL 60601 Hazel L. Fry 312-861-1680 312-861-1846	19) Vendor # 23996 K.R. MILLER CONTRACTORS, INC. 1624 COLONIAL PARKWAY INVERNESS, IL 60067 Keith R. Miller 847-358-6400 847-358-6504
14) Vendor # 36339 HENRY BROS. CO. 9821 S. 78TH AVENUE HICKORY HILLS, IL 60457 Marc A. Deneau 708-658-0247 708-430-5454	20) Vendor # 13330 LOMBARD COMPANY 4245 W. 123RD STREET ALSIP, IL 60803 Daniel J. Lombard 708-389-1060 708-389-7120
15) Vendor # 37318 IHC CONSTRUCTION COMPANIES, L.L.C. 1500 EXECUTIVE DRIVE ELGIN, IL 60123 David J. Rock 847-742-1516 847-742-6610	21) Vendor # 81956 MADISON CONSTRUCTION COMPANY 15426 S. 70TH CT ORLAND PARK, IL 60462 Robert Ferrino 708-535-7716 708-535-7791
16) Vendor # 97835 INTERNATIONAL CONTRACTORS, INC 977 SOUTH ROUTE 83 ELMHURST, IL 60126 Nancy M. Quinn 630-834-8043 630-834-8046	22) Vendor # 19483 MICHUDA CONSTRUCTION 11204 S. WESTERN AVENUE CHICAGO, IL 60643 Josef Michuda 773-445-5505 773-445-5518
17) Vendor # 55006 J.P. BRUNO CORPORATION 405 WASHINGTON BLVD., STE. 201 MUDELEIN, IL 60060 Sweediana Atou 847-949-5600 847-949-5620	23) Vendor # 80672 MILLENNIUM CONSTRUCTION OF IL, INC 450 PRAIRIE AVE., STE 107 CALUMET CITY, IL 60409 Andre Hunter 708-862-3848 708-832-1314
18) Vendor # 55005 JOHN BURNS CONSTRUCTION COMPANY 17601 S. SOUTHWEST HWY ORLAND PARK, IL 60467 D. Michael Higgins 708-479-2143 708-326-3399	24) Vendor # 20137 MOTA CONSTRUCTION CO., INC. 3100 WEST BELMONT AVE CHICAGO, IL 60618 Ray Mota 773-478-2300 773-866-9443

25)	Vendor # 97834 OAKK CONSTRUCTION CO. 7742 WEST 61ST PLACE SUMMIT, IL 60501 Alex Nitchoff 708-594-9363 708-594-9365	31)	Vendor # 27686 RELIABLE & ASSOCIATES 235 N. OGDEN CHICAGO, IL 60607 Linval J. Chung 312-666-3626 312-666-1785
26)	Vendor # 37757 OAKLEY CONSTRUCTION CO, INC. 7815 SOUTH CLAREMONT AVENUE CHICAGO, IL 60620 Augustine Afriyie 773-434-1616 773-434-2134	32)	Vendor # 12831 REYES GROUP LTD 15515 S. CRAWFORD AVENUE MARKHAM, IL 60428 Marcos G. Reyes 708-596-7100 708-596-7184
27)	Vendor # 31792 OCA CONSTRUCTION, INC 8434 CORCORAN RD., #100 WILLOW SPRINGS, IL 60480-1666 Kelly O'Connor 708-839-5605 708-839-5608	33)	Vendor # 23854 SCALE CONSTRUCTION 2101 S. CARPENTER STREET CHICAGO, IL 60608 Carole Zordan 312-491-9500 312-491-9555
28)	Vendor # 25832 PACIFIC CONSTRUCTION SERVICES / C & L CONSTRUCTION ENTERPRISES, INC 33 WEST MONROE STREET., STE 2100 CHICAGO, IL 60603 Ike Hong 312-201-7300 773-290-1564	34)	Vendor # 97836 SKENDER CONSTRUCTION 200 WEST MADISON, SUITE 1300 CHICAGO, IL 60606 Damian Eallonardo 708-430-8488 708-430-8472
29)	Vendor # 69883 POWERS & SONS CONSTRUCTION COMPANY, INC 2636 WEST 15TH AVE. GARY, IN 46404 Tood Pressely 219-949-3100 219-949-5906	35)	Vendor # 81373 SOLLITT/OAKLEY JOINT VENTURE 790 NORTH CENTRAL AVE. WOOD DALE, IL 60191 John Pridmore 630-860-7333 630-860-7347
30)	Vendor # 81375 RAGNAR BENSON, LLC 250 S. NORTHWEST HWY PARK RIDGE, IL 60068 Jim Mahalko 847-698-4900 847-692-9320	36)	Vendor # 15399 TYLER LANE CONSTRUCTION, INC 4200 W VICTORIA ST. CHICAGO, IL 60646 Larry Vacala 773-588-4500 773-588-3600
37)	Vendor # 24005 WALSH CONSTRUCTION CO. OF ILL. 929 W ADAMS STREET CHICAGO, IL 60607 Michael C. Whelan 312-563-5400 312-563-5466		
38)	Vendor # 97833 WILLIAM A. RANDOLPH, INC 820 LAKESIDE DRIVE, UNIT 3 GURNEE, IL 60031 Peter Luedeking 847-856-0123 847-856-0696		

10-0428-PR14

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR LANDSCAPE MAINTENANCE SERVICES FOR REGIONS 1 THROUGH 13 (ALL SCHOOLS) AND REGIONS 14 THROUGH 19 (CAMPUS PARKS AND ATHLETIC FIELDS)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first option to renew the agreements with various vendors to provide landscape maintenance services for regions 1 through 13 (all schools) and regions 14 through 19 (campus parks and athletic fields) at a cost for the option period not to exceed \$3,277,502.34 for all vendors. A written document exercising this option is currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of their written documents. The authority granted herein shall automatically rescind in the event written documents are not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 08-250048  
Contract Administrator : Demetra Knowles / 773-553-3256

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : David E. Allen  
Phone: 773-553-2049

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0422-PR8, as amended by Board Report 09-0527-PR2) in the amount of \$3,277,502.54 is for a term commencing May 1, 2009 and ending April 30, 2010, with the Board having two (2) options to renew each for a period of 12 months. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Bid Solicitation (Specification No. 08-250048).

**OPTION PERIOD:**

The term of these agreements are being extended for one year commencing May 1, 2010 and ending April 30, 2011.

**OPTION PERIODS REMAINING:**

There is one option (1) period remaining for one (1) 12 month period.

**SCOPE OF SERVICES:**

Each Vendor will continue to provide landscape maintenance services at those schools identified in the Bid Solicitation (Specification No.: 08-250048) for the Region(s) awarded to each Vendor. The Region awarded to each Vendor is indicated on the attachment. The goal is practical maintenance and maximum enhancement of the aesthetics and functional aspects of the landscaping. The services shall include, but are not limited to, cutting grass (approximately 20 per year), pruning trees and shrubs, cultivating beds, fertilizing and weed and insect control as needed.

**DELIVERABLES:**

Vendor will continue to maintain and enhance the overall curb appearance of Chicago Public Schools grounds.

**OUTCOMES:**

Vendor's services will result in enhancement and beautification of various school sites.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the pricing set forth in the agreement, total not to exceed the sum of \$3,277,802.54 in the aggregate.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate these option agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contract, the aggregate method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors in the pool created by this agreement will be subject to compliance reviews on contract-by-contract basis. Aggregated compliance of the vendors in the pool will be report on a monthly basis. The M/WBE participation goals for this agreement are 40% total MBE and 10% total WBE participation.

**MBE**

KGI Landscaping  
O'Wallace Landscaping  
R. Rojas Landscape  
Wiley's Lawn Care

**WBE**  
We're Cleaning, Inc.  
Christy Webber & Company

**LSC REVIEW:**  
Local School Council approval is not applicable to this report.

**FINANCIAL:**  
Charge to Facilities: \$3,277,502.54 FY10-11  
Source of Funds: Operations and Maintenance

11880-230-54105-254011-000000-2011	\$3,277,502.54
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**CFDA# :** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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1) Vendor # 24167 CHICAGO CHRISTIAN INDUSTRIAL 2750 WEST ROOSEVELT RD. CHICAGO, IL 60608 Kris Sokol 773-435-8300 773-435-8415 Awarded Region: 4	7) Vendor # 39075 RENAULT ROBINSON 6 E. MONROE, SUITE 1301 CHICAGO, IL 60603 Renault Robinson 312-236-6169 312-263-6301 Awarded Region: 6, 9 And 11
2) Vendor # 29091 CHRISTY WEBBER & COMPANY 2900 WEST FERDINAND AVE. CHICAGO, IL 60612 Christy Webber 773-533-0477 773-533-0771 Awarded Region: 10	8) Vendor # 35638 WE'RE CLEANING, INC. 4505 SOUTH INDIANA AVE. CHICAGO, IL 60653 Yvonne McGinnis 773-265-1800 773-258-1818 Awarded Region: 17
3) Vendor # 94905 KGI LANDSCAPING CO. P.O. BOX 265 SKOKIE, IL 60076 Gabriel A. Hostalek 847-675-4221 847-679-4221 Awarded Regions: 1, 7, 13, And 14	9) Vendor # 76316 WILEY'S LAWN CARE 731 EAST 38TH STREET CHICAGO, IL 60653 Libra Wiley 773-373-8399 773-548-5069 Awarded Region: 18
4) Vendor # 98721 MEDINA LAWNCARE 3610 NORTH CICERO CHICAGO, IL 60641 Carlos Medina Jr. 773-671-9915 773-777-5296 Awarded Regions: 3, 15, 16 And 19	
5) Vendor # 37861 O'WALLACE LANDSCAPING, INC. 9327 S. LOOMIS CHICAGO, IL 60620-3614 Bennie L. Payne 773-457-6441 773-445-5680 Awarded Regions: 5, 8 And 12	
6) Vendor # 67057 R. ROJAS LANDSCAPE, INC. 3135 SOUTH RIDGEWAY AVE. CHICAGO, IL 60623 Ramiro Rojar 773-443-2021 773-523-4251 Awarded Retion: 2	

## 10-0428-PR15

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH LIPPERT, INC  
FOR THE PURCHASE OF FOOD SERVICES EQUIPMENT**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the option to renew the agreement with Lippert, Inc. for the purchase of food services equipment for various schools at a cost for the option period not to exceed \$3,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250031  
 Contract Administrator : 773-553-2290  
**VENDOR:**

- 1) Vendor # 44636  
LIPPERT, INC.  
600 W. 172ND STREET  
SOUTH HOLLAND, IL 60473  
David Wax  
708-333-6900  
708-333-3888

**USER:**

Citywide Food Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Louise Esaian  
Phone: 773-553-2830

**ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 09-0624-PR4) in the amount of \$4,425,425 is for a term commencing June 30, 2009 and ending June 29, 2010, with the Board having one option to renew for one year. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250031).

**OPTION PERIOD:**

The term of this agreement is being extended for one year commencing June 30, 2010 and ending June 29, 2011.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor shall continue to provide food services equipment in the categories of refrigeration, heating and serving equipment, cooking, preparation, oven and holding, and steamers.

**DELIVERABLES:**

Vendor will continue to provide quality food services equipment.

**OUTCOMES:**

This purchase will result in new and replacement equipment and replacement needs of the schools.

**COMPENSATION:**

Vendor shall be paid during this option period in accordance with unit prices contained in the agreement, total for the option period not to exceed the sum of \$3,000,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

The M/WBE participation goals for this contract include 26% total MBE and 5% total WBE. This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise participation.

The vendor has identified the following firms:

**Total MBE- 26%**

Arrow Lumber  
5820 S. Ashland  
Chicago, IL 60636

**Total WBE- 5%**

Frandee Singer (Accounting)  
1140 Hillside Ave.  
Antioch, IL 60002

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Nutrition Support Services: \$2,900,000

Charge to Career and Technical Education- various schools and various programs- \$100,000

12050-499-55005-256009-000000-2011	\$2,900,000.00
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**CFDA# :** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

**Indebtedness** - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics** - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

## 10-0428-PR16

### APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH PREFERRED MEAL SYSTEMS FOR PREPARED MEALS-FROZEN PREPLATED AND DISTRIBUTION SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Preferred Meal Systems to provide preplated meal-frozen to the Board at a cost not to exceed \$24,200,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 08-250016  
Contract Administrator : Patricia Hernandez / 773-553-2256

#### VENDOR:

- 1) Vendor # 31236  
PREFERRED MEAL SYSTEMS 3  
5240 ST. CHARLES ROAD  
BERKELEY, IL 60163  
Arthur H. Bell  
708-318-2520

#### USER:

Citywide Food Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Louise Esaian  
Phone: 773-553-2830

#### ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0723-PR13) in the amount of \$24,027,653.00 was for a term commencing September 1, 2008 and ending June 13, 2009, with the Board having 4 options to renew for one year period each. The agreement was renewed (authorized by Board Report 09-0422-PR4) in the amount of \$24,997,907.00 for a term commencing June 14, 2009 and ending June 13, 2010. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Bid Solicitation (Specification No. 08-250016).

#### OPTION PERIOD:

This agreement is being extended for a one (1) year term commencing June 14, 2010 and ending June 13, 2011.

#### OPTION PERIODS REMAINING:

There are two (2) options to renew remaining for a period of one (1) year each.

#### SCOPE OF SERVICES:

Vendor will continue to provide and deliver preplated frozen and heated meals to schools pursuant to the terms and conditions of the written agreement. Sites may be added or deleted at a later date to accommodate the Board.

#### DELIVERABLES:

Vendor will continue to provide frozen preplated breakfasts, lunches and after school meals and snacks.

#### OUTCOMES:

Vendor's services will continue to result in the delivery of quality meal services for the Chicago Public Schools.

**COMPENSATION:**

Vendor shall be paid during the option period in accordance with the rates set forth in the written agreement, total cost during this option period shall not exceed \$24,200,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program and Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this contract includes 35% total MBE and 7% total WBE. The vendor has identified the following firms:

**Total MBE= 35%**

Balton Corporation  
8016 S. South Chicago  
Chicago, IL 60617

T&T Food Services  
2046 W. Lake St.  
Chicago, IL 60612

**Total WBE = 7%**  
Open Kitchens, Inc  
1161 W. 21st St.  
Chicago, IL 60617

Baja Food  
636 W. Roots St.  
Chicago, IL 60609

White Glove  
356 E. Irving Park Road  
Wood Dale, IL 60191

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Food Services: \$24,200,000  
Source of Funds: Lunchroom Fund 312 and 314

12050-314-53205-256009-000000-2010	\$423,626.00
12050-312-53205-256009-000000-2010	\$23,051,680.00
12050-312-53205-256212-000000-2010	\$724,694.00

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR17

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH SPEEDY GONZALEZ LANDSCAPING, INC. FOR ASPHALT AND CONCRETE INSTALLATION AND REMOVAL SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first option to renew the agreement with Speedy Gonzalez Landscaping, Inc. to provide asphalt and concrete installation and removal services to Chicago Public School at a cost for the option period not to exceed \$2,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 08-250035  
Contract Administrator : Demetra Knowles / 773-553-3256  
**VENDOR:**

1) Vendor # 24765  
SPEEDY GONZALEZ LANDSCAPING,  
10624 S TORRENCE AVE.  
CHICAGO, IL 60617-0000  
Jose Gonzalez  
773-734-7780  
773-734-7951

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : David Allen  
Phone: 773-553-2049

**ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 09-0422-PR12) in the amount of \$2,000,000 is for a term commencing May 1, 2009 and ending April 30, 2010, with the Board having 2 options to renew for one year each. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No.: 08-250035).

**OPTION PERIOD:**

The term of this agreement is being extended for one year commencing May 1, 2010 and ending April 30, 2011.

**OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide asphalt and concrete installation and removal services.

**DELIVERABLES:**

Vendor shall continue to provide all materials in compliance with the IDOT requirements.

**OUTCOMES:**

Vendor's services will result in the enhancement and beautification of various school sites.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the unit pricing contained in their contract, not to exceed the sum of \$2,000,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The M/WBE goals for this contract are: 30% total MBE participation and 7% total WBE participation.

The Vendor has identified the following:

**Total MBE-93%**  
 Speedy Gonzalez Landscape, Inc  
 10624 South Torrence Avenue  
 Chicago, Illinois 60617  
 Contact: Jose Gonzalez  
**Total WBE- 7%**  
 E. King Construction  
 3865 West Columbus Drive  
 Chicago, Illinois 60652  
 Contact: Elaine King

**LSC REVIEW:**  
 Local School Council approval is not applicable to this report.

**FINANCIAL:**  
 Charge to Facilities: \$2,000,000 FY10-11  
 Source of Funds: Capital Funds

12150-499-54105-253524-000000-2011	\$2,000,000.00
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**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR18**

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS FOR CONSTRUCTION MANAGEMENT SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first option to renew the agreement with Tishman Construction Corporation of Illinois to provide construction management services to Department of Operations at a cost for the option period not to exceed \$10,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 07-250054  
 Contract Administrator : Patricia Hernandez / 773-553-2256

**VENDOR:**

- 1) Vendor # 21055  
**TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS**  
 ONE S. WACKER DRIVE, STE 2300  
 CHICAGO, IL 60606  
 James E. McLean  
 312-577-2310  
 312-577-2370

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : Patricia L. Taylor  
Phone: 773-553-2900

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0602-PR16, as amended by Board Report 08-1022-PR3) in the amount of \$9,000,000 per year is for a term commencing July 1, 2008 and ending June 30, 2010, with the Board having two options to renew for a period of one year each. The original agreement was awarded on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No: 07-250054).

**OPTION PERIOD:**

The term of this agreement is being extended for one year commencing July 1, 2010 and ending June 30, 2011.

**OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

**SCOPE OF SERVICES:**

Consultant shall be responsible for construction phase, coordination and administration of the construction process, including cost, schedules, quality of work and timeliness of work for each project assigned by the Board. In addition, Tishman Construction Corporation of Illinois shall assume existing projects at various stages of completion, and specialty projects, when assigned by the Board.

**DELIVERABLES:**

Consultant will continue to provide pre-construction and construction services, along with an operations plan, review of contract documents and construction methods, schedules and budgets for each project.

**OUTCOMES:**

Consultant's services will result in the effective management of construction projects for the Capital Improvement Program.

**COMPENSATION:**

Consultant shall be paid during this option period in accordance with rates set forth in the contract, total not to exceed the sum of \$10,000,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women-Owned Business Enterprise Participation. The M/WBE participation goals for this contract are 35% total MBE and 5% total WBE. The vendor has identified and scheduled the following firms:

**TOTAL MBE: 35%**

Ardmore Associates (AA)  
33 N. Dearborn St., Suite 2323  
Chicago, IL 60602

Louis Jones Enterprises, Inc. (AA)  
333 N. Michigan Avenue, Suite 625  
Chicago, IL 60601

DSR Inc. (H)  
329 W. 18th Street, Suite 605  
Chicago, IL 60616

Primera Engineers (H)  
100 S. Wacker Drive, Suite 700  
Chicago, IL 60606

Rubinos and Mlesia Engineers, Inc. (A)  
200 S. Michigan Avenue, Suite 1500  
Chicago, IL 60604

**TOTAL WBE: 5%**  
Bronner Group, LLC- 5%  
120 N. LaSalle St., Suite 1300  
Chicago, IL 60618

**LSC REVIEW:**  
Local School Council approval is not applicable to this report.

**FINANCIAL:**  
Charge to Capital: \$10,000,000  
Fiscal Year: FY10-11  
Source of Funds: Various Capital Funds

**CFDA# :** Not Applicable

**GENERAL CONDITIONS:**  
Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR19

**AMEND BOARD REPORT 09-0128-PR9  
AMEND BOARD REPORT 08-1119-PR13**  
**APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENTS WITH SUN MICROSYSTEMS ORACLE AMERICA, INC., FORMERLY KNOWN AS SUN MICROSYSTEMS, INC., FOR WIRELESS NETWORK INTERFACE CARD (NIC) SUPPORT AND BASIC MAINTENANCE SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the final option to renew two agreements with Sun Microsystems, Inc. ("Sun") Oracle America, Inc., formerly known as Sun Microsystems, Inc., to provide Wireless Network Interface Card (NIC) Support and Maintenance for Information & Technology Services (ITS). The first agreement being renewed is for basic maintenance services eligible for the E-Rate discount ("Basic Maintenance Contract" or "Contract #1") at a total cost for the renewal term not to exceed \$1,404,000.00 of which approximately \$1,207,440.00 is the discounted portion of eligible E-Rate services and/or products to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC"). The Board shall only be responsible during the renewal term of Contract #1 for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$196,560.00. The second agreement being renewed is for non-basic maintenance eligible and ineligible services ("Contract #2"). For the renewal term of Contract #2, the total cost will not exceed \$396,700.00, of which approximately \$323,360.00 is the discounted portion of eligible E-Rate services and/or products to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC"). The Board shall only be responsible during the renewal term of Contract #2 for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$73,340.00. Written documents exercising these options, are currently being negotiated. No payment shall be made to Vendor prior to the execution of the written renewal documents. The authority granted herein shall automatically rescind in the event written documents are not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

This January 2009 amendment is to correct the Board's maximum contribution for the non-discounted portion of E-Rate eligible services or products and the cost of ineligible services or products.

This April 2010 amendment is necessary because on or about February 15, 2010, Oracle USA, Inc. (a wholly owned subsidiary of Oracle Corporation) merged with and into Sun Microsystems, Inc. ("Sun"), and Sun was the surviving entity in the merger. Sun was concurrently renamed Oracle America, Inc.

<b>VENDOR:</b>	<u>Sun Microsystems</u> 4150 Network Circle Santa Clara, CA 95054 Contact: Tom Leckman Phone: (217) 369-0806 Vendor #: 80823	<u>Oracle America, Inc.</u> 500 Oracle Parkway Redwood Shores, CA 94065 Contact: Jess Moore Phone: (951) 316-5917 Vendor #: 91760
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<b>USER:</b>	Information & Technology Services 125 South Clark, 3 <sup>rd</sup> Floor Chicago, IL 60603 Contact: Arshele Stevens, Chief Information Officer Phone: (773) 553-1300
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**ORIGINAL AGREEMENT:** The original agreements (authorized by Board Report # 07-0124-PR17) in the amount of \$2,580,000.00 were for a term commencing July 1, 2007 and ending on June 30, 2008, with the Board having two options to renew for periods of one year each. The agreements were extended for a term commencing July 1, 2008 and ending June 30, 2009 (authorized by Board Report 07-1219-PR13) Vendor was selected pursuant to a duly advertised Request for Proposals (Specification No. 06-250057)

The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4 1

**OPTION PERIOD:** The renewal terms of these two agreements shall commence on July 1, 2009 and shall end on June 30, 2010.

**OPTION PERIODS REMAINING:** There are no option periods remaining

**SCOPE OF SERVICES:** During the renewal term under Contract #1, Vendor will continue to provide the Board with basic maintenance services in conjunction with the E-Rate program to the Board. This will include wireless network interface card (NIC) support and basic maintenance services. These services will include district-wide hardware and software driver support for all laptops, desktops and printers, which contain components that support wireless connectivity to all Chicago Public Schools' network. Additionally, these supported laptops and desktops will have to meet the Chicago Public Schools' minimum hardware, software, and network standards. During the renewal term of Contract #2, Vendor will provide eligible and ineligible services that include the support and maintenance of wireless print servers, WEP key rotation services, and the purchase of wireless NICs for Apple devices and the installation of wireless NICs for Windows devices and Apple devices

**DELIVERABLES:** During the renewal of Contract #1, Vendor will continue to provide the Board with

- Basic Maintenance services of Wireless NIC devices at eligible Board schools and facilities;
- Providing replacement NICs for malfunctioning out-of-warranty wireless NICs;
- Configuration of wireless NICs into the CPS wireless network;
- Configuration of security policies;
- Configuration of wireless NICs using Windows, Cisco, and MAC configuration utility;
- Reconfiguration of wireless attached devices on locations currently out of compliance;
- Testing of computers to ensure proper connection to CPS networks;
- Continual enforcement of wireless security standards;
- On-site resolution of issues including timely ticket entry and coordination with CPS;
- Handling the warranty replacement of DOA and malfunctioning in-warranty wireless NICs
- Reporting, which includes, but is not limited to, failure rates, replacement reports, ticket activity and other reports as requested by the Board.

During the renewal of Contract #2, Vendor will continue to provide the following deliverables:

- Configuration of security policies
- Configuration of wireless NIC using Windows, Cisco, and MAC configuration utility
- Rotation of security keys
- Purchase of Apple wireless NICs
- Installation of new laptop, desktop and printer NIC and antennas for Windows and Apple systems
- Testing of computers and printers to ensure proper connection to CPS networks
- Providing replacement NICs for malfunctioning out-of-warranty wireless NICs
- Continual enforcement of wireless security standards
- On-site resolution of issues including timely ticket entry and coordination with CPS
- Handling the warranty replacement of DOA and malfunctioning in-warranty wireless NICs
- Reporting, which includes, but is not to, Failure Rates, Replacement Reports, Ticket activity and other reports as requested by the Board.

**OUTCOMES:** Vendor's services will result in the Board having improved and upgraded NIC and basic maintenance services for the entire Chicago Public Schools network. Additionally, the services provided will include enhanced warranty services.

**COMPENSATION:** Vendor shall be paid as described in the renewal agreement of Contract #1, at a total cost not to exceed \$1,404,000.00 for the renewal term, of which approximately \$1,207,440.00 is the discounted portion of eligible E-Rate services and/or products to be funded by the SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$196,560.00 during the renewal term of Contract #1. Vendor shall be paid as described in the renewal agreement of Contract #2, at a total cost not to exceed \$396,700.00 for the renewal term, of which approximately \$323,360.00 is the discounted portion of eligible E-Rate services and/or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$73,340.00 during the renewal term of Contract #2.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Plan for Minority and Women Business Enterprises Contract Participation (MWBE Plan). The MWBE participation goals for this contract include: 29% total MBE, and 11% total WBE. Sun Oracle has identified and scheduled the following firms and percentages.

**Total 29% MBE**

**Total 4% African American**

IMC Connect, Inc. 4%  
207 E. Ohio #293  
Chicago, IL 60611

**Total 8% Asian**

Catalyst Consulting Inc. 8%  
211 W. Wacker Drive  
Chicago, IL 60606

**Total 9% Hispanic**

CS&C Julex Inc. 17%  
1613 S. Michigan Avenue  
Chicago, IL 60616

**Total 11% WBE**

KMC Enterprises Inc. 11%  
13235 Hiawatha Drive  
Homer Glen, IL 60491

**LSC REVIEW:** Local School Council approval is not applicable to this report

**FINANCIAL:**

	<b>FY10</b>
Total Amount for Contract #1	\$1,404,000.00
Annual Eligible	\$1,404,000.00
NON-DISCOUNTED PORTION PAID BY THE BOARD	\$196,560.00
20%	\$196,560.00
DISCOUNTED PORTION FUNDED BY THE SLD/USAC	\$1,207,440.00
80%	\$1,207,440.00
Annual Ineligible	\$0
<b>TOTAL PAID BY CPS</b>	
TOTAL PAID BY CPS	
all-units all-funds 54105-266418 all grants	\$196,560.00
(PO #1825925)12540-115-54125-266402-000000 FY10	\$136,000.00
12540-115-54125-266402-000000 FY10	\$60,560.00
Total Amount for Contract #2	\$396,700.00
Annual Eligible	\$376,000.00
NON-DISCOUNTED PORTION PAID BY THE BOARD	\$52,640.00
20%	\$52,640.00
DISCOUNTED PORTION FUNDED BY THE SLD/USAC	\$323,360.00
80%	\$323,360.00
Annual Ineligible	\$20,700.00
<b>TOTAL PAID BY CPS</b>	
all-units all-funds 54105-266418 all grants	
12540-115-54125-266402-000000 FY10	\$73,340.00
<b>TOTAL FUNDED BY THE SLD/USAC</b>	<b>\$323,360.00</b>

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

**10-0428-PR20**

AMEND BOARD REPORT 09-0923-PR8  
AMEND BOARD REPORT 09-0624-PR17  
AMEND BOARD REPORT 09-0422-PR15  
AMEND BOARD REPORT 08-1119-PR12

**APPROVE THE FINAL OPTION TO RENEW THE TWO AGREEMENTS  
 WITH SUN-MICROSYSTEMS, INC. ("SUN") ORACLE AMERICA, INC. FORMERLY KNOWN AS SUN  
MICROSYSTEMS, INC FOR NETWORK MONITORING, MANAGEMENT, AND MAINTENANCE  
 SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the final option to renew the two agreements with Sun-Microsystems, Inc–("Sun") Oracle America, Inc. formerly known as Sun Microsystems, Inc. to provide network monitoring, management and maintenance services for the Chicago Public Schools' ("CPS") wide area network ("WAN"), local area network ("LAN"), and network security infrastructure. Due to the uncertainty in E-Rate funding, a Reduced Scope will be implemented for the Basic Maintenance Contract or Contract #1 until E-Rate funding is secured. The cost for the option period for the Reduced Scope of Contract #1 shall not exceed \$3,609,933.41. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the option period, for the Basic Maintenance Contract or Contract #1, shall not exceed \$12,903,992.77, of which approximately \$9,548,088.61 will be the discounted portion of eligible E-Rate services and/or products to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC"). Under this first agreement and the Full Scope, the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$3,355,904.16. Similarly, a Reduced Scope will be implemented for the Non-Basic Maintenance Contract or Contract #2 until E-Rate funding is secured. The cost for the option period, for the Reduced Scope for Contract #2 shall not exceed \$1,739,362.78. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the option period, for the second agreement, shall not exceed \$1,891,397.20, of which approximately \$128,763.12 will be the discounted portion of eligible E-Rate services and/or products to be funded by the SLD/USAC. Under the Full Scope for the Non-Basic Maintenance Contract or Contract #2, the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$1,762,634.08. Written documents exercising these options are currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written documents. The authority granted herein shall automatically rescind in the event written documents are not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

This April 2009 amendment is necessary to increase the compensation amount of Contract #2 by \$152,284.000. The amended compensation amount reflects additional maintenance services that will cover the maintenance of an Intrusion Prevention System, which was previously approved and purchased by the Board through a separate vendor and Board Report. An amendment to the renewal agreement for Contract #2 is required. The authority granted herein shall automatically rescind in the event the written amendment to the renewal agreement for Contract #2 is not executed within ninety (90) days of the date of this Board Report.

This June 2009 amendment is necessary to (1) change the E-Rate percentage rate from 86% to 90%, (2) reduce the scope of services provided under both renewal agreements in response to a possible lack of E-Rate funding for the duration of this contract, and (3) change the parties funding amounts as a result of the percentage change. However, if E-Rate funding does become available, Sun Microsystems, Inc. shall perform the Full Scopes of services. This amended Board Report is also necessary to authorize the Chief Information Officer to give written notification to Vendor in the event additional funding becomes

available and to proceed under the Full Scopes of services without further Board approval. Written amendments to both renewal agreements are required. The authority granted herein shall automatically rescind in the event the written amendments to the renewal agreements are not executed within ninety (90) days of the date of this Board Report.

This September 2009 amendment is necessary to (1) increase the compensation for Reduced Scope of Contract #1 by \$254,029.25 for additional hardware maintenance costs, (2) increase the compensation for the Reduced Scope of Contract #2 by \$84,968.70 to replace the Websense web filtering systems with the newly installed Ironport web filtering system, (3) amend the Affirmative Action section. Written amendments to both renewal agreements are required. The authority granted herein shall automatically rescind in the event written amendments to the renewal agreements are not executed within 90 days of the date of this Board Report.

This April 2010 amendment is necessary because on or about February 15, 2010, Oracle USA, Inc. (a wholly owned subsidiary of Oracle Corporation) merged with and into Sun Microsystems, Inc. ("Sun"), and Sun was the surviving entity in the merger. Sun was concurrently renamed Oracle America, Inc.

<b><u>VENDOR:</u></b>	<b>Sun Microsystems</b> 4150 Network Circle Santa Clara, CA 95054 Contact: Tom Lockman Phone: (217) 360-0805 Vendor #: 88823	<b>Oracle America, Inc</b> 500 Oracle Parkway Redwood Shores, CA 94065 Contact: Jess Moore Phone: (951) 316-5917 Vendor #: 91760
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**USER:** Information & Technology Services  
125 South Clark, 3<sup>rd</sup> Floor  
Chicago, IL 60603  
Contact: Arshele Stevens, Chief Information Officer  
Phone: (773) 553-1300

**ORIGINAL AGREEMENT:** The original agreements (authorized by Board Report #05-1116-PR10 and as amended by Board Report #06-0125-PR6) in the amounts of \$11,093,305.00 for the eligible services agreement and \$1,553,063.00 for the ineligible and non-basic maintenance services agreement. The agreements were for a term commencing July 1, 2006 and ending June 30, 2007, with the Board having three options to renew for one year each. The agreements were extended for a period commencing July 1, 2008 and ending June 30, 2009 (authorized by Board Report 07-1114-PR12). The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

**OPTION PERIOD:** The term of these agreements is being extended for one year, commencing July 1, 2009 and ending June 30, 2010.

**OPTION PERIODS REMAINING:** There are no option periods remaining

#### **SCOPE OF SERVICES:**

**Reduced Scope** – Until E-Rate funding becomes available and vendor receives written notification from the Chief Information Officer to implement the Full Scopes, Sun Oracle shall provide a reduced level of services.

Under Contract #1, which covers services eligible for the E-Rate discount, vendor shall continue to provide onsite basic maintenance services to the Board. This will include basic management services to monitor and maintain the WAN, LAN, and network security infrastructure, including routers, switches, firewall/VPN appliances, firewall/VPN management stations, load balancers, WAN/LAN interfaces, and other ancillary equipment including:

- Remote management of Board-owned or leased equipment, maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues.
- Support for designated critical infrastructure 24 hours a day, seven days a week, 365 days a year. Support of all other designated infrastructure will be reduced to eight hours a day, five business days per week,
- Notice of outages, reporting, and on-site repair services
- Break/fix switch maintenance services for school LAN equipment.

Under Contract #2, which covers non-basic maintenance and ineligible services, Vendor will continue to provide basic management services to monitor and maintain the WAN, LAN, and network security infrastructure, including routers, switches, firewall/VPN appliances, Intrusion Prevention Systems firewall/VPN management stations, content filtering system, load balancers, WAN/LAN interfaces, and other ancillary equipment including:

- Proactive remote monitoring and management of Board-owned or leased equipment and proactive repair maintenance of systems.
- Basic network monitoring for designated critical infrastructure 24 hours a day, seven days a week, 365 days a year. Basic network monitoring of all other designated infrastructure will be reduced to eight hours a day, five business days per week,
- Service level agreements with Sun Oracle will also be reduced.

In addition to these services, Vendor will provide maintenance services for an Intrusion Prevention System, which is being implemented by the Board. These additional services fall within the scope of Contract #2 and will be provided under the renewal of Contract #2.

Vendor will not provide installation, configuration, and project management for the following equipment and initiatives without written notice from the Board:

- Replacement of network equipment at approximately seventy schools, including replacement of switches, wireless access points, and wireless network interface cards. This also shall include incidental low voltage cabling and minor construction.
- Upgrades to school Main Distribution Frame room network equipment
- Upgrades and installation of core networking equipment

**Full Scope** – Should E-Rate funding become available and the Chief Information Officer provides written notification to implement the Full Scopes, Vendor will provide the Board with services described below during the renewal term:

Under Contract #1 covering services eligible for the E-Rate discount shall be as follows: Vendor will continue to provide onsite basic maintenance services in conjunction with the E-Rate Program to the Board. This will include management services to monitor and maintain the WAN, LAN, and network security infrastructure, including routers, switches, firewall/VPN appliances, firewall/VPN management stations, load balancers, WAN/LAN interfaces, and other ancillary equipment ("Services"), including:

- Remote management of Board owned or leased equipment, maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues
- Support for designated infrastructure 24 hours a day, seven days a week, 365 days a year
- Notice of outages, reporting, and on-site repair services
- Break/fix switch maintenance services for school LAN equipment

Under Contract #2 covering non-basic maintenance and ineligible services as follows: Vendor will continue to provide management services to monitor and maintain the WAN, LAN, and network security infrastructure, including routers, switches, firewall/VPN appliances, Intrusion Prevention Systems (IPS), firewall/VPN management stations, content filtering system, load balancers, WAN/LAN interfaces, and other ancillary equipment ("Services"), including:

- Proactive remote monitoring and management of Board owned or leased equipment, pro-active and maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues.
- Network monitoring for designated infrastructure hours a day, seven days a week, 365 days a year.
- Equipment audits at regular intervals with the Board, including covering any device changes as required.

Vendor will also continue to provide installation, configuration, and project management for the following equipment and initiatives:

- Replacement of network equipment at approximately seventy schools to include replacement of switches, wireless access points, and wireless network interface cards. This also will include incidental low voltage cabling and minor construction.
- Upgrades to school MDF room network equipment.
- Upgrades and installation of core networking equipment

In addition to these services, Vendor will provide maintenance services for an Intrusion Prevention System, which is being implemented by the Board. These additional services fall within the scope of Contract #2 and will be provided under the renewal of Contract #2.

#### **DELIVERABLES:**

**Reduced Scope** – Until E-Rate funding becomes available and Vendor receives written notification from the Chief Information Officer to implement the Full Scopes, Vendor will provide the Board with the following deliverables:

- Reporting (all reports accessible online, in a downloaded form and hard copy)
- Network analysis
- Network management and network monitoring
- Firewall, VPN, and content filter change request management
- General management
- Service level agreements (SLAs) and implementation of SLAs
- Installation and configuration of Cisco series switches and other related equipment at schools and in the core network
- Redeployment of existing school switches, replaced by the new switches
- Removal of old equipment at the schools and in the core
- Incident management and onsite maintenance services for all school LAN equipment, including switches, hubs, wireless access points, transceivers, and uninterruptible power supplies

Vendor will provide the following resources as a minimum to service both agreements. Actual staffing levels will be vary, but will increase or decrease to meet SLAs as defined in the agreements.

- (1) Customer Service Managers
- (1) Technical Manager
- (3) Tier 3 Senior WAN Engineers
- (1) Senior Checkpoint Engineers
- (1) Senior PIX Engineers
- (1) Senior Windows Engineer

Vendor will continue to have appropriate field personnel for the proper dispatches in order to meet SLAs as defined in the agreements.

**Full Scope** - Should E-Rate funding become available and the Chief Information Officer provides written notification to implement the Full Scope, Vendor will provide the Board with the following deliverables meeting the Board's specified requirement under both agreements:

- Reporting (all reports accessible online, in a downloaded form and hard copy)
- Network analysis.
- Network management and network monitoring
- Firewall, VPN, and content filter change request management
- General management.
- Third-party security audit.
- Service level agreements (SLAs) and implementation of SLAs.
- Installation and configuration of Cisco series switches and other related equipment at schools and in the core network.
- Redeployment of existing school switches, replaced by the new switches
- Removal of old equipment at the schools and in the core.
- Incident management and onsite maintenance services for all school LAN equipment, including switches, hubs, wireless access points, transceivers, and uninterruptible power supplies

Vendor will also continue to provide the following assigned dedicated resources to service both agreements:

- (2) Customer Service Managers
- (1) Technical Manager
- (1) Sr. Level Project Manager
- (4) Tier 3 Senior WAN Engineers
- (2) Tier 2 Senior WAN Engineers
- (2) Tier 2 Midlevel WAN Engineers
- (2) Senior Checkpoint Engineers
- (2) Senior PIX Engineers
- (1) Senior Windows Engineer
- (2) Senior LAN Engineer
- (1) Senior Network Engineer
- (1) Business Solution Analyst
- (1) QA Manager

All assigned engineers will serve as primary resources, with a secondary engineer (familiarized with the Board's network) acting as a back-up. Also, Vendor will continue to have appropriate field personnel for the proper dispatches in order to meet or exceed SLAs.

**OUTCOMES: Reduced Scope** - Until E-Rate funding is available, Vendor shall perform a reduced level of service. The services shall be severely reduced to basic network maintenance and support services only with limited staff, monitoring and reporting. The level of support hours and services shall be reduced to only required levels to restore service. Additional work and support outside of this reduced service level shall not be included. **Full Scope** - Should E-Rate funding become available and the Chief Information Officer provides written notification to implement the Full Scope, Vendor services will result in the Board having comprehensive managed services for its WAN, LAN, and network security infrastructure, which will result in improved service and bandwidth to CPS. These services will also continue to result in the Board having managed services and appropriate reporting and maintenance for all CPS locations, including network monitoring, fault management (detection and notification), fault isolation and resolution, configuration and software support, hardware/software dispatch with on-site repair and technical assistance. These services will result in the Board (i) being notified of outages and having the ability to view trouble tickets via a web-based ticketing system and reports; (ii) receiving appropriate on-site repair services dispatched to schools and Central Office that expence outages related to WAN, LAN, and network security data equipment, and (iii) improved ability to maximize network uptime. Vendor will also continue to provide installation and project management services for new equipment within the core network and at the schools. School LAN equipment will be repaired in a timely fashion, reducing network downtime. The switches will have a common configuration and operating system that will improve uptime and reduce intermittent issues.

**COMPENSATION:**

Due to the uncertainty in E-Rate funding, a Reduced Scope will be implemented for the Basic Maintenance Contract or Contract #1 until E-Rate funding is secured. The cost for the option period for the Reduced Scope of Contract #1 shall not exceed \$3,609,933.41. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the option period, for the Basic Maintenance Contract or Contract #1, shall not exceed \$12,903,992.77, of which approximately \$9,548,088.61 will be the discounted portion of eligible E-Rate services and/or products to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC").

Similarly, a Reduced Scope will be implemented for the Non-Basic Maintenance Contract or Contract #2 until E-Rate funding is secured. The cost for the option period, for the Reduced Scope for Contract #2 shall not exceed \$1,739,362.78. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the option period, for the second agreement, shall not exceed \$1,891,397.20, of which approximately \$128,763.12 will be the discounted portion of eligible E-Rate services and/or products to be funded by the SLD/USAC. Under the Full Scope for the Non-Basic Maintenance Contract or Contract #2, the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$1,762,634.08.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option documents and amendments. Authorize the President and Secretary to execute the option documents and amendments. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement. Authorize the Chief Information Officer to give written notification to Vendor in the event additional funding becomes available and to proceed under the Full Scopes of services under both renewal agreements without further Board approval.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Plan for Minority and Women Business Enterprises Contract Participation (MWBE Plan). The MWBE participation goals for this contract include: 35% total MBE, and 5% total WBE. Vendor has identified and scheduled the following firms and percentages:

**Reduced Scope**

Total 40%

Total 30% African American

IMC Connect, Inc. 30%  
207 E. Ohio #293  
Chicago, IL 60611

Total 5% Hispanic

CS&C Julex Inc. 5%  
1613 S. Michigan Avenue  
Chicago, IL 60616

Total 5% Woman

KMC Enterprises Inc. 5%  
13235 Hiawatha Drive  
Homer Glen, IL 60491

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL: Reduced Scope** – Until E-Rate funding becomes available and Vendor receives written notification from the Chief Information Officer to implement the Full Scopes of services, the costs shall be as outlined below.

	FY10
Total Amount for Contract #1	\$3,609,933.41
<b>TOTAL PAID BY CPS</b> 12540-230-54125-254901-000000 12540-230-54125-254901-000000	\$3,355,904.16 (PO # 1801280) \$254,029.25
<b>TOTAL FUNDED BY THE SLD/USAC</b>	\$0.00
Total Amount for Contract #2	\$1,739,362.78
<b>TOTAL PAID BY CPS</b> 12540-230-54125-254901-000000 12540-230-54125-254901-000000	\$1,654,394.08 (PO # 1801280) \$84,968.70
<b>TOTAL FUNDED BY THE SLD/USAC</b>	\$0.00

**Full Scope** – Should E-Rate funding become available and Vendor receives written notification from the Chief Information Officer to implement the Full Scopes of services, the cost shall be as outlined below

	FY10
<b>Total Amount for Contract #1</b>	<b>\$12,903,992.77</b>
<b>Annual Eligible</b>	<b>\$10,608,987.35</b>
<b>NON-DISCOUNTED PORTION PAID BY THE BOARD 10%</b>	<b>\$1,060,898.73</b>
<b>DISCOUNTED PORTION FUNDED BY THE SLD/USAC 90%</b>	<b>\$9,548,088.61</b>
<b>Annual Ineligible</b>	<b>\$2,295,005.43</b>
<b>TOTAL PAID BY CPS</b>	
<b>12540-230-54125-254901-000000</b>	<b>\$3,355,904.16</b>
<b>TOTAL FUNDED BY THE SLD/USAC</b>	<b>\$9,548,088.61</b>
<b>Total Amount for Contract #2</b>	<b>\$1,891,397.20</b>
<b>Annual Eligible</b>	<b>\$143,070.13</b>
<b>NON-DISCOUNTED PORTION PAID BY THE BOARD 10%</b>	<b>\$14,307.01</b>
<b>DISCOUNTED PORTION FUNDED BY THE SLD/USAC 90%</b>	<b>\$128,763.12</b>
<b>Annual Ineligible</b>	<b>\$1,748,327.07</b>
<b>TOTAL PAID BY CPS</b>	
<b>12540-230-53308-254901-000000</b>	<b>\$1,762,634.08</b>
<b>TOTAL FUNDED BY THE SLD/USAC</b>	<b>\$128,763.12</b>

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR21**

**APPROVE EXERCISING THE FINAL OPTION TO RENEW AN AGREEMENT WITH  
ORACLE AMERICA, INC. FORMERLY KNOWN AS SUN MICROSYSTEMS, INC FOR  
REMOTE ACCESS SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the final option to renew an agreement with Oracle America, Inc formerly known as Sun Microsystems, Inc. to provide district-wide Remote Access Services for the Information & Technology Services ("ITS") at a cost for the option period not to exceed \$439,738.27. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**SPECIFICATION No.: 06-250067**

**CONTRACTOR ADMINISTRATOR:** Craig Holloway

On or about February 15, 2010, Oracle USA, Inc. (a wholly owned subsidiary of Oracle Corporation) merged with and into Sun Microsystems, Inc. ("Sun"), and Sun was the surviving entity in the merger. Sun was concurrently renamed Oracle America, Inc.

<b>VENDOR:</b>	Oracle America, Inc 500 Oracle Parkway Redwood Shores, CA 94065 Contact: Jess Moore Phone: (951) 316-5917 Vendor #: 91760	<b>Formerly known as:</b> Sun Microsystems 4150 Network Circle Santa Clara, CA 95054 Contact: Tom Lockman, Phone: (217) 359-9805 Vendor #: 89823
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<b>USER:</b>	Information & Technology Services 125 South Clark, 3 <sup>rd</sup> Floor Chicago, IL 60603 Contact: Arshele Stevens, Chief Information Officer Phone: (773) 553-1300
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**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report No. 07-0425-PR11) in the amount of \$953,694.28 was for a term commencing September 28, 2007 and ending on May 31, 2008, with the Board having three (3) options to renew for periods of one (1) year each. The agreement was extended (authorized by Board Report 08-0602-PR 27) for a term commencing June 1, 2008 and ending May 31, 2009. The second renewal is for a term of June 1, 2009 and ending on May 31, 2010 (authorized Board Report 09-0527-PR 18).

**RENEWAL TERM:** The term of this agreement shall be extended for a term commencing on June 1, 2010 and ending on May 31, 2011.

**OPTION PERIODS REMAINING:** There are no option periods to remaining.

**SCOPE OF SERVICES:** Vendor will continue to provide ongoing maintenance, and end-user technical support necessary to provide Remote Access services for the Board's staff. This will also include

- 24x7x365 Monitoring
- 24x7 remote and onsite maintenance
- Checkpoint maintenance
- Capacity planning and management
- Reporting
- Incident Management
- Migration of users off existing VPN system
- Active Directory Integration
- End user training materials
- After hours end-user support

**DELIVERABLES:** During the option period, Vendor will provide the following deliverables meeting the Board's specified requirements:

- Reporting (all reports accessible online, in a downloaded form and hard copy)
- Equipment inventory
- Management and Monitoring
- Change request management
- General Management
- 3rd Party Security Audit
- Service Level Agreements (SLA) and Implement agreed upon SLAs
- Incident management
- Implementation Plan – Environment Design
- Visio Diagram – Remote Access Environment
- Support Process Flow Diagrams
- VPN User Support Documentation and Training Information
- Device Configurations
- Firewall Rulebase
- Complete environment logging and reporting.

Vendor will also provide the following assigned dedicated resources:

- (1) Senior Security Engineer
- (2) Security Engineers

**OUTCOMES:** The Board will have a robust Remote Access solution to provide staff access to enterprise applications from outside of the district's network. This will result in improved operational efficiencies by allowing staff to work off hours to accomplish tasks. Users will also be able to call support after-hours for connectivity issues. Computers accessing our network will now be checked for compliance with patching and anti-virus before connecting to the network to prevent virus and worm outbreaks.

**COMPENSATION:** Vendor shall be paid as specified the agreement, not to exceed the sum of \$439,738.27.

**REIMBURSABLE EXPENSES:** None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option. Authorize the President and Secretary to execute the document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include: 28% MBE, 12% total WBE.

**Consultant has identified and scheduled the following firms and percentages:**

**Total 28% MBE:**

IMC Connect Inc.	28%
200 E. Ontario	
Chicago, IL 60611	

**Total 12% WBE:**

KMC Inc.	12%
13235 Hiawatha Drive	
Homer Glen, IL 60491	

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Information & Technology Services: \$439,738.27      Fiscal Year FY11  
Budget Classification: 12540-115-54125-254901-000000

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR22

**APPROVE THE PRE-QUALIFICATION STATUS OF VARIOUS VENDORS TO PROVIDE FIELD SERVICES FOR SPECIAL PROJECTS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the pre-qualification status of various vendors to provide field services for special projects at a cost not to exceed \$3,000,000.00 in the aggregate and approve entering into a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for the vendors is currently being negotiated. No services shall be provided by any vendor and no payment shall be made to any of them prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 90 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number: 09-250061  
Contract Administrator: Craig Holloway/773.553-2903

**NAMES OF VENDORS:**

1. Advance Electronic & Computer, Inc  
2166 S. Archer Ave #B  
Chicago IL 60616  
Contact Name: Dan Gan  
Tel: 312-326-6188  
Vendor #13462  
Category: Level 2, Level 3 and Ancillary Support
2. Advanced Systems Consultant  
244 W. Belmont U2w  
Chicago, IL 60618  
Contact Name: Rose Wennlund  
Tel: 773- 617-1315  
Vendor #19018  
Category: Level 2, Level 3 and Ancillary Support
3. Advotek, Inc.  
148 Ogden Avenue  
Downers Grove, Illinois 60515  
Contact Name: Diana Conley  
Tel: 630-964-7762  
Vendor #45666  
Category: Level 2, Level 3 and Ancillary Support
4. PACE  
2040 Corporate Lane  
Naperville, IL 60563  
Contact Name: Wayne Liu  
Tel: 630-395-2260  
Vendor #49725  
Category: Level 2, Level 3 and Ancillary Support
5. Quantum Crossings, LLC  
111 E. Wacker Drive Suite 990  
Chicago, IL 60601  
Contact Name: Roger Martinez  
Tel: 312-467-0065  
Vendor #32334  
Category: Level 2, Level 3 and Ancillary Support
6. SMART Technology Services, Inc  
156 North Jefferson Street Suite 200  
Chicago, IL 60661  
Contact Name: Quentin Patterson  
Tel: 312-612-8200  
Vendor #29748  
Category: Level 2, Level 3 and Ancillary Support
7. Solai & Cameron, Inc.  
2335 N. Southport Ave  
Chicago, IL 60614  
Contact Name: Mallar Solai  
Tel: 773-506-2720  
Vendor #23659  
Category: Level 2, Level 3 and Ancillary Support
8. Sunrise technology d/b/a SmarTECHs.NET  
1727 South Indiana Avenue  
Chicago, IL 60616  
Contact Name: George Burciaga  
Tel: 312-362-1111  
Vendor #62107  
Category: Level 2, Level 3 and Ancillary Support
9. Wynndalco Enterprises, LLC  
55 West Wacker Drive, 9th fl.  
Chicago, IL 60601  
Contact Name: David Andalcio  
Tel: 312-256-9090  
Vendor #63090  
Category: Level 2, Level 3 and Ancillary Support

**NAMES OF USER GROUPS:**

All Schools, Area Instructional Offices and Central Office Departments  
C/o Information & Technology Services  
125 S. Clark St., 3<sup>rd</sup> Floor  
Chicago, IL 60603  
Contact: Arshele Stevens, Chief Information Officer  
Phone: 773-553-1300

**TERM:** The term of this pre-qualification period and each master agreement is 3 years effective June 1, 2010 and ending February 28, 2013. The Board shall have the right to extend the pre-qualification period and each master agreement for two additional one year periods.

**SCOPE OF SERVICES:** Vendors will provide services for individual "project-based" one-off jobs supporting computers, desktop applications, servers, printers and peripherals in the area for which they are pre-qualified. Schools, area instructional offices, and central office departments may purchase these services at their option via requisition to the Office of Procurement and Contracts, which will mail a purchase order to the vendor. Vendors will provide one or more of the following types of services as indicated above.

- a. Level 2 support – Desktop and Basic Server Support
- b. Level 3 support – Advanced Server and Technical Support
- c. Ancillary Support – Supplemental support for key personnel

Charter Schools may purchase services at their option pursuant to the terms and conditions of this agreement by issuing their own purchase order(s) to vendors. The Board shall not be liable for the failure of any Charter School to pay any invoices, costs, charges, and/or fees billed by vendors to the Charter School. Charter Schools will solicit and acquire services directly from vendors. Charter Schools shall be responsible for the payment of all invoices, costs, charges, and fees billed by vendors to the Charter School.

**COMPENSATION:** Compensation for each vendor will be specified in their written agreement, total compensation payable to all vendors shall not exceed \$3,000,000.00

**DELIVERABLES:** Qualified vendors will provide consulting services for individual "project-based" one-off jobs in support of computers, desktop applications, servers, printers and peripherals.

**USE OF THE POOL:** The vendor will submit their scope of work and pricing based on a set of project requirements that are defined by the school or business unit seeking the services. The business unit or school will select the vendor based on pricing, capacity and ability to complete the required project. Vendors will provide consulting services for project-based initiatives as specified by requesting school or business unit within the project timeline, scope and budget.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize Chief Purchasing Officer and Chief Information Officer to execute all ancillary documents required to administer or effectuate the master agreements.

**AFFIRMATIVE ACTION:** Pursuant to Section 10 (Sheltered Market Contracts) in the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the sheltered market program shall be one of several means to achieve the District's annual goals and to achieve increased M/WBE participation. OBD shall report the impact this contract has on achieving the overall M/WBE goals in the annual supplier diversity report.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to various schools and departments

Fiscal Years: 2010-2011

Budget Classification: 53405-Supplies  
56105-Services/Repair Contracts  
54105-Contractual Services

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0428-PR23

**APPROVE ENTERING INTO AN AGREEMENT WITH INTERNATIONAL BACCALAUREATE AMERICAS FOR CONSULTING SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with International Baccalaureate Americas (IBA) to provide consulting services to the Office of Academic Enhancement at a cost not to exceed \$883,976.00. Consultant was selected on a non-competitive basis, as the International Baccalaureate Organization is the only association available to authorize IB Programmes. International Baccalaureate Americas (formerly named International Baccalaureate North America – IBNA) has provided services to the Chicago Public Schools for more than 25 years. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**CONSULTANT:** International Baccalaureate Americas (IBA)  
475 Riverside Drive, Suite 240  
New York, NY 10115  
Drew Deutsch, Director, IBA  
(212) 696-4464  
Vendor# 50497

**USER:** Office of Academic Enhancement  
125 S. Clark, 4<sup>th</sup> Floor  
Chicago, IL 60603  
Contact Person: Abigail Joseph, Officer, Academic Enhancement  
(773) 553-2060

**TERM:** The term of this agreement shall commence on July 1, 2010 and shall end June 30, 2012. This agreement shall have two options to renew for periods of two years each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days' written notice.

**SCOPE OF SERVICES:** IBA will provide a series of teacher training workshops covering the different subject groups that comprise the Diploma Programme, Middle Years Programme, and Primary Years Programme. IBA will continue to provide curriculum for these training workshops and seminars and will give the participating CPS schools support in implementing the programme curriculum and framework. IBA's services will include: (1) consulting schools on how to prepare an application for IB authorization and evaluation visits, (2) providing student examinations and grading, and (3) providing programme evaluation and feedback.

**DELIVERABLES:** Consultant shall provide International Baccalaureate curriculum guides, coordinator's handbooks, guides to implementing the Middle Years Programme, assessment materials and examinations for participating CPS students, and IB diplomas and certificates for students who qualify. Consultant will also provide annual onsite IB workshops for qualified teachers at participating IB World Schools and teacher training certificates including continuing education credits. Consultant will provide schools with IB World subscription and access to the Online Curriculum Center for all trained IB teachers. Consultant will provide evaluation documents, conduct evaluation visits and provide feedback for the elementary and high schools with authorized Middle Years Programmes and Primary Years Programmes. Consultant will also provide evaluation documents and feedback for the high schools with authorized Diploma Programmes.

Schools receive the following core services for each programme they are authorized to teach.

- Full access to a world-class curriculum that is comprehensively researched and regularly reviewed and updated according to a published plan
  - A transdisciplinary framework in the Primary Years Programme
  - Eight subject groups and five areas of interaction in the Middle Years Programme
  - Over 200 subjects and levels in the Diploma Programme
  - Extensive teacher participation in the review cycle to ensure that the curriculum is up to date, relevant and reflects best practice from around the world
  - A wide range of curriculum publications to support teachers

- Secure access to the Online Curriculum Center (OCC) for every teacher
  - An online community of more than 30,000 teachers from over 120 countries
  - Organized by curriculum area, with additional areas relating to librarians, special educational needs, academic honesty and research
  - Contains news and information, IB curriculum and assessment publications, a teacher resource exchange and discussion forums
- Programme evaluation in schools
  - A self-study process required every five years in all IB World Schools, supported by the IB with reports and school visits where appropriate
  - A reflective exercise that involves the entire school community and aims to improve practice, identify strengths and weaknesses, and determine areas for future focus – reinforcing the support and commitment for the programme from all stakeholders in the community
- Communication and marketing support
  - Use of the IB World School name and logo to indicate a school's unique international status and involvement with the IB
  - Four subscriptions to the official magazine, *IB World*, which is published three times a year to keep everyone informed about the news and events across the IB community
  - A dedicated school page on the IB website, with school details and links to school websites
- Assistance with university and government recognition
  - Regional offices continually seek to improve recognition of IB programmes by universities and governments
- Support and advice
  - Support from regional office and IB headquarters by email and telephone on all aspects of being an IB World School
  - Professional support in all parts of the curriculum and in cross-curricular areas such as special educational needs
  - Access to IBIS (the IB extranet) for tasks necessary to administer the programme

**OUTCOMES:** Consultant's services will result in 13 Chicago public high schools maintaining their IB Diploma Programme authorization, 14 Chicago public elementary schools and 7 Chicago public high schools maintaining their IB Middle Years Programme authorization, 2 Chicago public elementary schools maintaining their IB Primary Years Programme authorization, 1 Chicago public high school applying for the IB Middle Years Programme, 4 Chicago public elementary schools applying for IB Middle Years Programme authorization, and 4 Chicago public elementary schools applying for IB Primary Years Programme authorization.

**COMPENSATION:** Consultant shall be paid as specified in the agreement; total not to exceed the sum of \$883,976.00. Invoicing will occur as fees and other programme requirements for applications, examinations, evaluations, workshops, conferences, and authorizations become due. International Baccalaureate Americas requires that payment for IB exam registration and fees be paid in advance of administering of exams. IBA also requires payment in advance for teacher workshop registration in order to reserve and hold a spot in the session.

**REIMBURSABLE EXPENSES:** None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Deputy Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement

**AFFIRMATIVE ACTION:** Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE goal provisions do not apply to firms that operate as not-for-profit organizations.

**LSC REVIEW:** Local School Council approval is not applicable to this report

**FINANCIAL:** Charge to Office of Academic Enhancement \$883,976.00  
Requisition Number: N/A

Fiscal Year: FY 2011 and FY 2012  
Source of Funds: General 115

**Budget Classification:** 10885.115.54505.113022.000112 - \$475,076.00 - FY 2011 and FY 2012  
10885.115.54505.113110.000112 - \$408,900.00 - FY 2011 and FY 2012

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy, adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code, adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0428-PR24

**APPROVE PAYMENT TO AND APPROVE ENTERING INTO AN AGREEMENT WITH  
RICHARD SEIDEL FOR ARCHIVAL SERVICES (OFFICE OF THE BOARD)**

**THE OFFICE OF THE BOARD REPORTS FOLLOWING DECISION:**

Approve payment to Richard Seidel in the amount of \$12,700.00 for services from January 1, 2010 through June 30, 2010 for archival services provided to the Office of the Board and approve entering into an agreement with Richard Seidel to provide consulting services to the Office of Board at a cost not to exceed \$25,000.00 for the term of the agreement (FY10). The total payments authorized herein shall not exceed \$37,700.00. Consultant was selected on a non-competitive basis due to his experience in librarianship and archival administration. A written agreement for Consultant's services is currently being negotiated. No payment beyond the initial amount of \$12,700.00 for services rendered from January 1, 2010 through June 30, 2010 may be made prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**CONSULTANT:** Richard Seidel  
426 W. Briar Place, #3A  
Chicago, IL 60657  
773.281-4188  
Vendor #34857

**USER:** Office of the Board  
125 S. Clark Street  
Chicago, IL 60603  
Estela Beltran  
773-553-1600

**TERM:** The term of this agreement shall commence on July 1, 2010 and shall end June 30, 2011. This agreement shall have 2 options to renew for periods of 1 year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** The consultant will oversee collection development, organization of materials, reference services to researchers and general oversight of Board archives.

**DELIVERABLES:** The consultant will provide monthly archive reports and meet with Board administration as requested.

**OUTCOMES:** Consultant's services will result in organization of various Board materials that are available for review and research.

**COMPENSATION:** Consultant shall be paid monthly based on an hourly rate of \$50.00. Consultant shall be paid \$12,700.00 for services rendered from January 1, 2010 through June 30, 2010. The total compensation to be paid to Consultant during the term of the agreement shall not exceed \$25,000.00. The total compensation authorized herein shall not exceed \$37,700.00.

**REIMBURSABLE EXPENSES:** None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

**AFFIRMATIVE ACTION:** A review of Minority and Women Business Enterprise Participation was precluded due to completed contract performance.

**LSC REVIEW:** Local School Council approval is not applicable to this report

## FINANCIAL:

Charge to Office of the Board: \$12,700.00      Fiscal Year: 2009  
Budget Classification: 10110-115-54125-231004-0000000

Charge to Office of the Board: \$25,000.00      Fiscal Year: 2010  
Budget Classification: 10110-115-54125-231004-000000

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR25**

**AMEND BOARD REPORT 08-0924-PR16**  
**RATIFY AGREEMENTS WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR EDUCATIONAL SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Ratify agreements with the Alternative Safe Schools identified below to provide educational services to students who have been expelled from school or referred by the school principal for displaying chronic disruptive behaviors at a cost not to exceed \$4,022,752.00 \$6,902,505.00 in the aggregate. These services were obtained without prior Board approval. These Alternative Safe Schools were selected on a competitive basis pursuant to Board Rule 5-4-1. Written agreements for each school's services are currently being negotiated. No payment shall be made to any school prior to the execution of such school's written agreement. The authority granted herein shall automatically rescind as to each school in the event a written agreement is not executed by such school within 90 days of the date of this Board Report. Information pertinent to these agreements is state below.

This amendment is necessary include the approved FY 2010 budget classifications for the Alternative Safe School program and to increase the maximum aggregate spending authority based on these allocated funds. These funds will allow continued tuition, SGSA, and NCLB payments through July 2010 for students enrolled in the alternative safe school programs. In addition, this amendment corrects the number of options to correspond with the options stated in the agreement. No amendments to the agreements are required.

**SPECIFICATION NO.: 08-250008**

**ALTERNATIVE SAFE SCHOOLS:**

1. Human Resources Development Institute, Inc. (HRDI)  
222 S. Jefferson  
Chicago, Illinois 60661  
Contact: Renzy Richardson  
(312) 441-9009  
Vendor # 25627
2. Richard Milburn High School, Inc.  
27 Congress Street  
Salem, Massachusetts 01970  
Contact: Donna Eldridge  
Robert H. Crosby  
(978) 741-7161  
Vendor # 24596
3. Banner Schools  
1243 S. Wabash, #503  
Chicago, Illinois 60605  
Contact: Eric Carlton  
(773)934-2328  
Vendor # 20029

**USER:** Office of High School Programs Area 30  
125 S. Clark 12<sup>th</sup> floor  
Chicago, Illinois 60603  
Mr. David Gilligan Linda Goodwin  
(773) 553-3549 (773) 535-8500

**TERM:** The term of each agreement shall commence on September 2, 2008 and end July 31, 2010. Each agreement shall have three (3) 2 options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with thirty (30) days written notice.

**SCOPE OF SERVICES:** Alternative Safe Schools will provide educational programs for students who commit CPS Uniform Discipline 5 or 6 offenses and as a result are expelled for a minimum of 45 days to a maximum of 2 years. The primary goal of this program is to return students to the regular education setting at CPS. Schools are contracted to provide educational services and behavioral interventions that will increase academic performance and decrease inappropriate behaviors by implementing academic curriculum, social/behavior interventions, vocational and career training opportunities, and life-skills training that are affective, creative, and innovative.

**DELIVERABLES:**

<b>Deliverable</b>	<b>Delivery Date</b>
a) Attendance Reports (Teachers Monthly Summary)	Due the 5 <sup>th</sup> of each month for the prior month
b) Quarterly grade reports	Due 5 days after the end of each quarter
c) Semester grade reports- must include transcripts for high school students earning credits toward graduation	Due before the end of the semester. OSS staff will inform schools of specific date (Due before PRCUP is blocked)
d) End of Year Report	Due 10 days after the end of each regular School Year
e) School Improvement Plan	Due at least 15 days prior to the start of each School Year
f) School-wide Behavior Management Plan	Due at least 15 days prior to the start of each School Year
g) Evacuation Plan	Due at least 15 days prior to the start of each School Year
h) Parent Orientation Packet (sample)	Due at least 15 days prior to the start of each School Year
i) Student Orientation Packet (sample)	Due at least 15 days prior to the start of each School Year
j) Course Descriptions for High School Program	Due at least 15 days prior to the start of each School Year
k) Staff Development Plans and Activity Dates	Due at least 15 days prior to the start of each School Year
l) Yearly School Calendar	Due at least 15 days prior to the start of each School Year
m) School Organizational Chart	Due at least 15 days prior to the start of each School Year
n) Actual Expenditure/Budget Report for each School, along with the overall operating budget for each school	Due on or before 16th of October for each year that the Agreement is in place or within 45 calendar days of the actual termination or expiration date

**Outcomes:**

- (1) Alternative Safe Schools' students will receive a full academic program in an alternative setting.
- (2) Students will earn academic credit toward high school graduation, complete requirements for elementary school graduation, and/or advance in grade level.
- (3) Students will improve school attendance, reduce disruptive behavior, attain and/or maintain employment, and give back to the community through service learning and restorative justice

**COMPENSATION:** Each school shall be paid as follows: HRDI shall be paid a per diem of \$55.58 for each reserved student slot, not to exceed \$10,004.40 per student during the regular school year and \$2,223.20 per student during the summer session, if the school provides services during the summer. Milburn shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. Banner Academy shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. The per diem rates for each reserved student slot and the maximum amount paid for each reserved student slot during the regular school year and during summer session shall be negotiated prior to the start of each renewal period. The total compensation paid to all Providers shall not exceed the sum of \$4,022,752.00 \$6,902,505.00 in the aggregate

**REIMBURSABLE EXPENSES:** None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Officer of High School Programs Chief Area Officer to execute all ancillary documents required to administer or effectuate these agreements.

**AFFIRMATIVE ACTION:** Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts, a determination shall be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal providers of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to the Office of High Schools and High School Programs Area 30:  
\$4,022,752.00    \$6,902,505.00

Budget Classification: 11325-324-\*999-119023-999999 - \$3,609,752.00    Fiscal Year: 2009  
Budget Classification: 11325-115-999—119023-999999 - \$250,000.00

Source of Funds: 324 Government/Regional Safe Schools Program Grant  
115 General Funds

Budget Classification: 66011-225-00000-119020-000000 - \$117,600.00    Fiscal Year: 2009

Source of Funds: 225/Government/SGSA

\*Project number subject to change in subsequent fiscal years

Budget Classification: 13722-324-00000-119023-369613 - \$2,574,394    Fiscal Year: 2010  
Budget Classification: 66011-225-00000-119021-000703 - \$230,530  
Budget Classification: 66011-332-00000-119031-430083 - \$74,829

Source of Funds: 324 Governmental/Regional Safe Schools Program Grant  
225/Government/SGSA  
332/NCLB

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one- year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR26**

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT  
WITH ERIKSON INSTITUTE FOR THE CONSULTING SERVICES OF BARBARA T. BOWMAN**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the second option to renew the agreement with Erikson Institute for the consulting services of Barbara T. Bowman to the Office of the Chief Education Officer at a cost for the option period not to exceed \$264,000. A written document exercising this option is currently being negotiated. No payment shall be made to the Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**CONSULTANT:**

Erikson Institute  
451 N. LaSalle St.  
Chicago, Illinois 60654  
Barbara Bowman  
312-893-7139  
Vendor #: 73654

**USER:**

Office of the Chief Education Officer  
125 South Clark Street  
5<sup>th</sup> Floor  
Chicago, Illinois 60603  
Paula Cottone  
773-553-2010

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 06-0426-PR21) in the amount of \$236,000 is for a term commencing July 1, 2006 and ending June 30, 2008, with the Board having two (2) options to renew for two (2) year terms. The agreement was renewed (authorized by Board Report 08-0423-PR9) for a term commencing July 1, 2008 and ending June 30, 2010. The original agreement was awarded on a non-competitive basis because of the Consultant's nationally known expertise in the field of Early Childhood Education.

**OPTION PERIOD:** The term of this agreement is being extended for 2 years commencing July 1, 2010 and ending June 30, 2012.

**OPTION PERIODS REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** Consultant will continue to provide system wide leadership and direction in the continuation, expansion, and implementation of quality early childhood programs in alignment with the CPS Education Plan.

**DELIVERABLES:** Consultant will continue to create and maintain a cohesive early childhood team who will work together toward a common goal of providing quality, comprehensive services to preschool children and their families. Consultant will support the development of collaborative networks with schools, community agencies, universities, early childhood advocacy groups, city and state agencies, and other early childhood programs. Consultant will support and guide the development of a model comprehensive professional development program in keeping with research based early childhood philosophy and teaching models. Consultant will ensure program and fiscal compliance as required by Federal Performance Standards, proposal guidelines, legislative mandates, and the Chicago Public Schools.

**OUTCOMES:** Consultant's services will result in the creation of an early childhood team and the development of an action plan for improving programs that address the needs of preschool children and their families.

**COMPENSATION:** Consultant shall be paid during this option period as follows. Consultant's fee for FY11 will not exceed \$132,000 which will be paid in two equal installments. The first installment will be paid on July 1, 2010 or the date of execution, whichever is later. The second will be paid after six months and upon the receipt of an invoice. The fee for FY12 will be \$132,000 and shall be paid in the same manner.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Education Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service contracts, the MWBE goals for this agreement are 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the WBE goal be granted as the scope of the contract is not further divisible.

The Vendor has identified the following:

Barbara Bowman (AA)  
451 N. LaSalle Street  
Chicago, Illinois 60654

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Early Childhood Education:

\$132,000	Fiscal Year: 2011
\$132,000	Fiscal Year: 2012

Budget Classification: 11360-115-54125-233019-376619  
Source of Funds: Early Childhood Block Grant (ECBG)

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR27

**APPROVE PAYMENT TO LYNN ERICKSON D/B/A C & I CONSULTING  
FOR CONSULTING SERVICES (AREA 10)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve payment to Lynn Erickson d/b/a C&I Consulting for consulting services to be provided to Area 10 from October 22, 2009 to May 27, 2010 in the amount of \$16,000.00. These services were begun without prior Board approval and all services will be completed by May 27, 2010. Consultant was selected on a non-competitive basis due to positive services results and receptive feedback received after previous work for Area 10 in the summer of 2009. Principals and Area Team Members read her book and requested the consultant return for additional sessions with them and expand presentations to all Instructional Leadership Teams (ILT).

**CONSULTANT:** Lynn Erickson d/b/a C&I Consulting  
P.O. Box 12674  
425-357-8099  
Vendor #: 98058

**USER:** Area 10  
4655 S. Dearborn  
Isabel Mesa-Collins, Chief Area Officer  
773-535-8921

**SCOPE OF SERVICES:** Consultant presented two full-day sessions to the ILT (Area 10 – 29 Instructional Leadership Teams) and the Area 10 Coaches, MSD, Data Analyst, and CAO. Two additional full-day sessions will be provided on April 29, 2010 and May 27, 2010. The teams will develop a sample unit and be required to build school capacity by presenting to the entire school staff for the SY 2009-2010.

**DELIVERABLES:** Consultant will provide four, full-day professional development sessions. The agenda for the professional development sessions for principals and ILT will include: 1) Concept-Based Curriculum and Instruction for the Thinking Classroom, 2) Book Talk around "Concept-based Curriculum & Instruction for the Thinking Classroom," 3) How to present, evaluate and provide feedback on Concept-based Units to teacher teams, and 4) How to implement a concept-based unit of study using an Eight Step Concept-Based Model.

**OUTCOMES:** Consultant's services will result in a clear understanding and implementation of concept-based curriculum (CBC) that is research-based. Implementation of concept-based curriculum is projected to yield improved academic outcomes by utilizing CBC across core subjects.

**COMPENSATION:** Consultant shall be paid the sum of \$16,000.00 for the four area-wide sessions with twenty-nine ILT school teams and Area staff (4 PD sessions x \$4,000.00).

**AFFIRMATIVE ACTION:** The M/WBE participation goals for the contract include: 30% total MBE and 7% WBE. However, the Waiver Committee recommends that a partial waiver of 30% for the MBE participation goals for this contract as required by the Remedial Program for Minority and Women owned business enterprise participation in goods and services be granted because the contract scope is not further c u s t o m e r specific.

Total 100% WBF

Lynn Erickson  
P.O. Box 12674  
Mill Creek, WA 98082

LSC REVIEW: Not applicable.

**FINANCIAL:** Charge to Area 10: \$16,000.00      **Fiscal Year:** 2009 - 2010  
Budget Classification: 331-430101-221068-54125  
Source of Funds: Title I Stimulus

10-0428-PR28

**RATIFY ENTERING INTO AN AGREEMENT WITH GAINS EDUCATIONAL GROUP, LTD.  
FOR CONSULTING SERVICES (AREAS 21, 24, 25 AND 26)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Ratify entering into an agreement with GAINS Education Group, LTD. to provide consulting services to Areas 21, 24, 25, and 26 at a cost not to exceed \$810,480.00. Consultant was selected on a non-competitive basis due to the unique service provided by consultant and previous work history with CPS. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**CONSULTANT:** GAINS Education Group  
1699 East Woodfield Road, Suite 007A  
Schaumburg, IL 60173  
847-995-0403  
Tim Schaap, Ed.D.  
Vendor #: 69899

**USERS:** Area 21  
54 North Hermitage  
Chicago, IL 60612  
Sean Stalling, Chief Area Officer  
773-534-0721

Area 24  
11424 South Western  
Chicago, IL 60643  
Jerryelyn Jones, Chief Area Officer  
773-535-7543

Area 25  
4655 South Dearborn  
Chicago, IL 60609  
Rick Mills, Acting Chief Area Officer  
773-535-8631

Area 26  
3519 South Giles  
Chicago, IL 60653  
Rick Mills, Chief Area Officer  
773-534-9770

**TERM:** The term of this agreement shall commence on November 1, 2009 and shall end June 30, 2010. This agreement shall have 2 options to renew for periods of 12 months each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Areas 21, 24, 25, and 26 are planning to administer four interim assessments in each content area of reading, English, math, and science to 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> graders. Consultant will supply the scannable answer sheets.

**DELIVERABLES:** Consultant shall:

- Deliver scannable answer sheets
- Deliver interim assessments for duplication in the schools for students
- Deliver interim teacher keys for duplication in the schools for teachers
- Receive, data checking, scanning, and reporting
- Perform quality assurance on the data/reports
- Deliver the report series to the school

**OUTCOMES:** Consultant's services will result in:

- With the specific interim assessment reports, teachers and administrators will be able to identify those students and specific area that need to be addressed at the classroom and/or grade level
- With the individual student reports, teachers and students will be able to identify misconceptions, providing opportunities for re-teaching efforts

**COMPENSATION:** Consultant shall invoice CPS in two-month increments at pricing set forth in agreement, totaling \$810,480.00.

**REIMBURSABLE EXPENSES:** None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The goals for this agreement are 5% MBE and 20% WBE participation. The Vendor has identified the following Independent Contractors to demonstrate compliance.

Total MBE 5%  
Lydia Indeck

**Total WBE 20%**  
Rosemary Jacot  
Heidi Jacot

**LSC REVIEW:** Local School Council approval is not applicable to this report

**GENERAL CONDITIONS:**

INSPECTOR GENERAL.

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0428-PR29

APPROVE ENTERING INTO AGREEMENTS WITH HARRISON AND COMPANY  
AND SCHOOL HEALTH CORPORATION  
FOR THE PURCHASE OF EDUCATIONAL MEDICAL EQUIPMENT

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements for the purchase of educational medical equipment for the Career and Technical Education Department at a cost not to exceed \$690,000 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for this purchase are available for signature. No goods may be ordered or received and no payment shall be made to Vendors prior to the execution of written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

**VENDORS:**

**VENDORS:**  
1. **Harrison and Company** Specification No. 09-250086  
2421 S. 25<sup>th</sup> Ave. Contract Administrator - Martha Escareno  
Broadview, IL 60155  
(708) 345 - 4000 Ext. 124  
Contact: Mary Grace Harrison  
Vendor #: 20899  
Total Cost: \$640,000  
Category: #1 - Equipment

**2. School Health Corporation**  
865 Muirfield Drive  
Hanover Park, IL 60133  
Chicago, IL 60607  
(800) 323 - 5465  
Contact: Annette Powell  
Vendor #: 14981  
Total Cost: \$50,000  
Category: #2 – Manikins and Anatomical Models

**USER:** **Career and Technical Education**  
125 S. Clark Street – 12<sup>th</sup> Floor  
Chicago, IL 60603  
Contact: Marcia Delaney  
(773) 553-2477

**TERM:** The term of each agreement shall commence on May 1, 2010 and end twenty four (24) months thereafter. Each agreement shall have two (2) options to renew for a period of one (1) year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Goods: Educational Medical Equipment  
Quantity: As needed by Board  
Unit Price: As specified in agreements  
Total Cost Not to Exceed: \$690,000 in total (\$640,000 for Harrison and Company and \$50,000 for School Health Corporation)

**OUTCOMES:**

**Vendors:** All equipment to be delivered on time (by August 15, 2010), in good working condition, and at the agreed upon price.

**Program:** Procurement of this equipment will support the District's and CTE's goal of achieving higher enrollment and graduation rates in CPS Career Academies. Additionally, this purchase will allow students to work on industry specific equipment which will enable them to attain skills in the medical field, potentially resulting in industry certification and licensure; college credit in high school, and participation in work-related experiences (i.e. apprenticeships, internships, etc.)

**COMPENSATION:** Vendors shall be paid in accordance with the unit prices contained in their agreement; not to exceed the sum of \$50,000 for School Health Corporation and \$640,000 for Harrison and Company. Total compensation not to exceed \$690,000 in the aggregate

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Director, Career and Technical Education, to execute all ancillary documents required to administer or effectuate agreements.

**AFFIRMATIVE ACTION:** Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the M/WBE goals for this contract include 15% MBE and 5% WBE. However, the Waiver Committee recommends that a partial waiver of 5% for the MBE participation goals for this contract as required by the Remedial Program for Minority and Women owned business enterprise participation in goods and services be granted because the contract scope is not further divisible.

The Vendor has identified and scheduled the following firms and percentages:

**Total 10% MBE**

Discovery Promotions	5%
3108 S. Route 59	
Naperville, IL 60564	

Aztec Supply	5%
5024 W. 67 <sup>th</sup> Street	
Chicago, IL 60638	

**Total 90% WBE:**

Harrison and Company  
2421 S. 25<sup>th</sup> Avenue  
Broadview, IL 60155

School Health Corporation  
865 Muirfield Drive  
Hanover Park, IL 60133

**LSC REVIEW:** Local School Council approval is not applicable to this report

<b>FINANCIAL:</b> Charge to Career and Technical Education. \$345,000	Fiscal Year 2010
\$345,000	Fiscal Year 2011
Budget Classification: 13725-369-55005-148001-474549	
Source of Funds: Perkins Grant	

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR30**

**APPROVE ENTERING INTO AN AGREEMENT WITH LIPPERT INC.  
FOR THE PURCHASE OF CULINARY EQUIPMENT**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Lippert, Inc., for the purchase of culinary equipment for the Career and Technical Education Department at a cost not to exceed \$300,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:** Lippert, Inc.  
600 W. 172<sup>nd</sup> St.  
South Holland, IL 60473  
(708) 333 - 6900  
Contact: David Wax  
Vendor #: 44636

Specification No.: 09-250084  
Contract Administrator – Gilbert Rabin

**USER:** Career and Technical Education  
125 S. Clark Street – 12<sup>th</sup> Floor  
Chicago, IL 60603  
Contact: Marcia Delaney  
(773) 553-2477

**TERM:** The term of this agreement shall commence on the day the agreement is signed and end twenty four (24) months thereafter. This agreement shall have two (2) options to renew for a period of one (1) year each.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Goods: Culinary Equipment  
Quantity: As needed by Board  
Unit Price: As specified in agreement  
Total Cost Not to Exceed: \$300,000.00

**OUTCOMES:**

**Vendor:** All equipment to be delivered on time (by August 15, 2010), in good working condition, and at the agreed upon price.

**Program:** Procurement of this equipment will support the District's and CTE's goal of achieving higher enrollment and graduation rates in CPS Career Academies. Additionally, this purchase will allow students to work on industry specific equipment which will enable them to attain skills in the culinary field, potentially resulting in industry certification and licensure, college credit in high school, and participation in work-related experiences (i.e. apprenticeships, internships, etc.)

**COMPENSATION:** Vendor shall be paid in accordance with the unit prices contained in the agreement, total not to exceed the sum of \$300,000 00.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Director, Career and Technical Education, to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this contract include: 25% total MBE and 15% total WBE participation.

The Vendor has identified the following firms:

**Total MBE – 25%**

Flying Food Fare, Inc.  
5575 South Archer Ave.  
Chicago, Illinois 60638  
Attn: Greg Abramson

**Total WBE – 15%**

Fran Singer  
1140 Hillside Ave.  
Antioch, Illinois 60002  
Attn: Fran Singer

**LSC REVIEW:** Local School Council approval is not applicable to this report

<b>FINANCIAL:</b> Charge to Career and Technical Education \$150,000	Fiscal Year 2010
\$150,000	Fiscal Year 2011
Budget Classification: 13725-369-55005-140505-474549	
Source of Funds: Perkins Grant	

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

**10-0428-PR31**

**APPROVE ENTERING INTO AN AGREEMENT WITH VEECO MANUFACTURING INC.  
FOR THE PURCHASE OF COSMETOLOGY EQUIPMENT**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Veeco Manufacturing Inc., for the purchase of cosmetology equipment for the Career and Technical Education Department at a cost not to exceed \$250,000 00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

<b>VENDOR:</b> Veeco Manufacturing Inc. 1217 West Washington Blvd. Chicago, IL 60607 (312) 666 - 0900 Contact: Cohen, Christine Vendor #: 21475	Specification No.: 10-250001 Contract Administrator – Demetra Knowles
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**USER:** **Career and Technical Education**  
125 S. Clark Street – 12<sup>th</sup> Floor  
Chicago, IL 60603  
Contact: Marcia Delaney  
(773) 553-2477

**TERM:** The term of this agreement shall commence on the day the agreement is signed and end twenty four (24) months thereafter. This agreement shall have two (2) options to renew for a period of one (1) year each

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Goods: Cosmetology Equipment  
Quantity: As needed by Board  
Unit Price: As specified in agreement  
Total Cost Not to Exceed: \$250,000.00

**OUTCOMES:**

**Vendor:** All equipment to be delivered on time (by August 15, 2010), in good working condition, and at the agreed upon price.

**Program:** Procurement of this equipment will support the District's and CTE's goal of achieving higher enrollment and graduation rates in CPS Career Academies. Additionally, this purchase will allow students to work on industry specific equipment which will enable them to attain skills in the cosmetology field potentially resulting in industry certification and licensure; college credit in high school, and participation in work-related experiences (i.e. apprenticeships, internships, etc.)

**COMPENSATION:** Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$250,000.00.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Director, Career and Technical Education, to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this contract include: 30% total MBE and 7% total WBE participation

The Vendor has identified the following firms:

**Total MBE – 30%**

Jorge Villalpando  
2412 Delta Lane  
Elk Grove Village, IL 60007

James Terry  
4366 Karen Lane  
Bloomfield Hills, MI 48302

**Total WBE – 7%**

Tina Hebner  
15977 Heron Ave.  
La Miranda, CA 90638

**LSC REVIEW:** Local School Council approval is not applicable to this report

<b>FINANCIAL:</b> Charge to Career and Technical Education: \$150,000	Fiscal Year 2010
	\$100,000

Budget Classification: 13725-369-55005-140225-474549  
Source of Funds: Perkins Grant

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

**Indebtedness** – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics** – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

**10-0428-PR32**

**APPROVE ENTERING INTO AN AGREEMENT WITH CAREMARK PCS HEALTH LLC FOR CONSULTING, PHARMACY BENEFITS MANAGEMENT AND OTHER SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Caremark PCS Health LLC ("Consultant") to provide consulting, pharmacy benefits management and other services to the Office of Human Capital at a cost not to exceed \$240,000,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 09-250066  
Contract Administrator : Pamela Seanior / 773-553-2000  
**VENDOR:**

1) Vendor # 96371  
CAREMARKPCS HEALTH LLC  
2211 SANDERS RD.  
NORTHBROOK, IL 60062  
Jim Hogan  
847-559-5792

**USER:**

Office of Human Capital  
125 South Clark Street  
Chicago, IL 60603

Contact : Dale Moyer, Officer  
Phone: 773-553-2818  
Project Manager: Daniel Ashley  
Phone: 773-553-2817

**TERM:**

The term of this agreement shall commence on July 1, 2010, with pricing provisions effective and retroactive as of April 1, 2010 superseding the current contract, and shall end June 30, 2013. This agreement shall have two (2) options to renew for periods of twelve (12) months each at a cost not to exceed \$95,000,000.00 for the first renewal period and \$100,000,000.00 for the second renewal period.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Consultant will provide access to pharmacy benefit management and other services for the Board's medical plan(s) for employees, providing cost-effective access to prescription drugs by Board employees and their eligible dependents enrolled in the plan, wellness, disease management and other ancillary programs. Services will include:

\* Prospective, concurrent and retrospective review to identify, prevent and/or reduce medically or procedurally inappropriate dispensing activity.

\* Professional consulting services to the Board about employees prescription drug benefits to ensure compliance with all laws and provide advice regarding design and communication.

\* Establishment, maintenance and control of network of fully licensed and insured retail pharmacies available to provide prescription drugs.

\* Designation and provision of mail-order pharmacy as the network mail order pharmacy able to dispense maintenance medications.

\* Wellness and disease management program including health screening, consultation and outreach to employees and dependents, outreach to employees and dependents regarding prescriptions or following recommendations of their medical doctors or other healthcare professionals, consultation and information, smoking cessation, obesity management and ancillary programs.

**DELIVERABLES:**

Consultant will provide access to discounted pharmaceutical networks, provide claims adjudication and administrative services for the self insured prescription drug program of the medical plan, wellness, disease management and ancillary programs.

**OUTCOMES:**

Consultant's services will result in savings for the self-insured program through negotiated discounts and rebates from pharmacy manufacturers, quarterly reports on savings and claims activity at the pharmacy level, and advice to the Board on latest drug trends, wellness and disease management.

**COMPENSATION:**

Consultant shall be paid as follows: based on enrolled employees and claims incurred, including a rebate sharing arrangement, for a sum not to exceed \$240,000,000.00.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 35% total MBE and 15% total WBE.

The Vendor has identified the following:

**Total MBE - 35%**

Angel Flight Marketing679 N. MilwaukeeChicago, IL 60622Contact: Gabriel Mitchell  
Computer Resource Solutions1 Pierce Place, Suite 325WItasca, IL 60143Contact: Michael Gains  
The Global Resource Group155 N. Michigan Ave., Suite 700Chicago, IL 60601Contact: Jared Bobo  
Planned Packageing of Illinois8940 W. 192nd Street, Suite #1Mokena, IL 60445Contact: Jason Robertson  
Risk Management Solutions208 S. LaSalle St., Suite 1410Chicago, IL 60604Contact: Bennie Jones  
South Side Silc306 DogwoodPark Forest, IL 60466Contact: Alfredo Gordillo  
Systems Unlimited1350 W. Bryn MawrItasca, IL 60143Contact: Russell Omuro

**Total WBE - 15%**

Arent Container & Supply6153 W. Mulford St.Niles, IL 60714Contact: Rosalind Schwartz  
Arrow Messenger Services1322 W. Walton St.Chicago, IL 60622Contact: Phyllis Apelbaum  
Consolidated Printing5942 N. Northwest HighwayChicago, IL 60631Contact: Marilyn Jones  
DDI Printing7830 Quincy St.Willowbrook, IL 60521Contact: Darmi Parikh  
Tenacious Cleaning Service481-A Irmen DriveAddison, IL 60101Contact: Theresa Smith  
In-A-Bind Assembly35 Chancellor Dr.Roselle, IL 60172Contact: Michelle Greco  
Research Explorers1111 New Trier Ct.Wilmette, IL 60091Contact: Lisa McDonald

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Human Capital: \$240,000,000.00

Fiscal Year: 2010-2011

Charge to sundry units, all operating funds, sundry programs, hospital insurance (account 57305)

**CFDA# :** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0428-PR33

**DEFERRED**

**APPROVE ENTERING INTO AN AGREEMENT WITH  
THE UNIVERSITY OF CHICAGO**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with the University of Chicago (U of C or University), acting through its School of Social Service Administration - Network for College Success (the Network) to provide consulting services to the Office of Human Capital at a cost not to exceed \$2,325,000. The University was selected on a non-competitive basis because of the Network's unique program design and its history of providing high quality professional development to CPS high school principals and their teams. During the 2009-2010 school year, the Board entered into a contract with the U of C/the Network to research the effectiveness of CPS high school leadership and to develop a program to specifically address the University's findings. As a result of that research, the U of C proposed a brand new model of high school leadership, not used in any other district in the country, and developed a program and curriculum to implement the model. At the same time, the Network, in a new pilot program, provided intensive training, coaching, and data support to principals of schools in Area 21 in order to improve student achievement in the areas of high school graduation, college enrollment and PSAE scores.

The requested agreement launches the proposed training program in order to implement the new leadership model in a pilot of three to five high-need CPS high schools. Under this agreement, the Network shall: (1) administer a professional development program to train leadership teams for placement in CPS high schools, including hiring, training, and supervising all faculty, recruiting and selecting students; implementing a newly-developed curriculum tailored to the needs of CPS high schools, awarding certification to program graduates; supervising residencies and fieldwork, and helping to place graduating teams in permanent positions in CPS high schools; (2) provide two years of professional training to new principals and leadership teams graduating from the leadership program; (3) administer an intensive support network for Area 21 principals; and (4) conduct a rigorous program evaluation of the impact of the pilot leadership model on student achievement and its feasibility for large-scale adoption in CPS high schools.

A written agreement for the University's services is currently being negotiated. No services shall be provided by and no payment shall be made to the University prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**CONSULTANT:** University of Chicago  
School of Social Service Administration  
Network for College Success  
5801 S. Ellis  
Chicago, IL 60637  
Vendor #: 33123  
Contact: Mary Ann Pitcher, Project Director  
Phone: (773) 702-1732

**USER:** Chief Human Capital Officer  
Chicago Public Schools  
125 S. Clark – 2<sup>nd</sup> Floor  
Chicago, IL 60603  
Contact Person: Alicia Winckler, Chief Officer  
Phone: 773-553-1070

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end on August 31, 2011. This agreement shall have two options to renew for periods of one year each. The cost of each renewal shall not exceed \$2,500,000.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

➤ **The School Leadership Preparation Program:** The Network shall implement a high school leadership preparation program that will train teams of administrators in the skills necessary to run CPS' large, high-need high schools. The training program is built on a new model of high school

leadership that includes a Principal and four Directors with responsibility for a discrete area of the schools' functions: a Director of Operations (who will oversee technology, budget, facilities, safety and security, human resources, food services, and procurement); a Director of Students (who will be responsible for the schools' counselors, social workers, psychologists, post-secondary work, discipline and attendance, and freshmen and student academic support); a Director of Instruction (who will oversee the schools' instructional leadership teams, curriculum and assessment, academic programs, and recruitment and professional development of teachers); and a Director of Student Development and Family and Community Partnerships (who will be responsible for extracurricular activities, student learning, family engagement, athletics, and community partnerships).

The one-year intensive training program shall have three core elements. (1) a 12-month residency in a CPS high school; (2) a concurrent year of course work, seminars and field work led by U of C faculty; and (3) leadership development and coaching for principals and high school leader who have completed the training program.

- **Network for College Success:** The Network also shall provide professional development services and support to Chicago Public School principals under the Network's existing leadership development program. The Network will continue to work with Area 21 principals, providing one-on-one coaching to principals, lead teachers and other high school administrators in the areas of instructional leadership, use of data, change management, and organizational leadership. The Network will continue to expand its support related specifically to Freshmen through its Freshman Success Project, and will work with participating schools' college counselors through the Network's College Counselors Collaborative.

#### DELIVERABLES:

- For the School Leadership Preparation Program, the Network shall accomplish all of the following during the term of the contract:
  - Recruit and select up to 25 students;
  - Hire, train and supervise clinical and academic faculty;
  - Administer four quarters of coursework on topics that include (1) instructional and organizational leadership; (2) teaching and adult development; (3) creating effective schools; and (4) change management strategies;
  - Supervise year-long residency in a CPS high school;
  - Provide access to national experts in high school administration, best practices, and current research from the U of C;
  - Supervise field work and run an intensive skills seminar;
  - Evaluate program participants for completion of program and placement in permanent position in CPS high schools upon graduation;
  - After one-year of permanent placement of leadership teams in CPS high schools, define and conduct research into effect of new leadership model on student achievement
- For the Network for College Success Program, the Network shall:
  - Hire, train and supervise coaches to work with Area 21 principals and graduates of the Leadership program;
  - Provide research and data support to Network principals;
  - Provide training and coaching in the areas of assessment, data use, leadership, and change management;
  - Provide data and training around transition from elementary to high school;
  - Provide professional development to college counselors to enhance college enrollment and acceptance;
  - Provide access to up-to-date research and best practices related to high schools

**COMPENSATION:** The U of C shall be paid as specified in the agreement, with total payments not to exceed the sum of \$2,325,000.

**REIMBURSABLE EXPENSES:** None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods & Service Contacts this transaction is exempt from review because the consultant is a University.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to the Office of Human Capital: \$2,325,000      Fiscal Year: 2011  
Charge to the Office of Human Capital: \$2,500,000      Fiscal Year: 2012 & 2013  
Budget Classification: 11095-353-54125-221311-494033  
Source of Funds: Title IIA

**GENERAL CONDITIONS:**

**Inspector General** – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

**Indebtedness** – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Ethics** – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**Contingent Liability** – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Board Report 10-0428-PR33 was deferred.**

**10-0428-PR34**

**DEFERRED**

**APPROVE ENTERING INTO AN AGREEMENT WITH PROACT SEARCH FOR CONSULTING SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Proact Search to provide consulting services to the Office of Principal Preparation and Development at a cost not to exceed \$250,000.00. Consultant was selected on a non-competitive basis because the district has been unable to identify another firm specializing in national recruitment for large urban public school system principals. Proact Search is uniquely qualified to meet the needs of the district at this time. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:**

- 1)      Vendor # 99884  
PROACT SEARCH, LLC  
1215 WASHINGTON AVE., STE 100  
WILMETTE, IL 60091  
Gary Solomon  
800-944-6129

**USER:**

Principal Preparation and Development  
125 S Clark Street - 19th Floor  
Chicago, IL 60603

Contact :      Monica Santana Rosen, Oppd  
Phone:      773-553-1515

**TERM:**

The term of this agreement shall commence on May 1, 2010 and shall end June 30, 2011. This agreement shall have three (3) options to renew for periods of twelve (12) months each at a cost not to exceed \$250,000.00 per year.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Consultant will provide services to assist the district in effectively recruiting high caliber candidates for CPS principal positions. During the original term of the agreement, the consultant will provide the following:

**Development of a Fit Index**

This includes full development of a tool to measure how well the candidate seems to fit the needs of a school. The tool will measure candidate fit for a school based on several indicators such as relevant background and experience, and alignment with CAO and LSC needs for the schools.

**Full Placement Support**

This includes being available to support Chief Area Officers as they work to identify and select candidates for potential principal selection. Activities will include consulting CAO's on school leadership needs, pre-screening candidates, presenting candidate credentials and evaluation rubric.

**DELIVERABLES:**

Consultant will deliver a candidate fit index and provide support for school leadership screening and selection.

**OUTCOMES:**

Consultant's services will result in an effective measure of candidate fit for every new principal placement. Consultant's services will also result in at least 90% of CAOs reporting successful selection and placement of principal candidates because of the support they received from the Office of Principal Preparation and Development and Proact.

**COMPENSATION:**

Consultant shall be paid as follows: up to \$40,000.00 for the development of the Fit Index tool, and up to \$210,000.00 for placement services (see graph below) to be paid on a sliding scale for any placements made; total payment not to exceed the sum of \$250,000.00.

# of Searches	Service Fee (per search)	Recruitment Fee (per search)
0-25	\$4,500	\$1,250
26-50	\$4,000	\$1,150
51-75	\$3,500	\$1,000
76-100	\$2,000	\$850
101-125	\$1,800	\$700
126-160	\$1,560	\$550

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE requirements for this agreement include: 25% total MBE and 5% total WBE participation.

The vendor has identified and scheduled the following independent consultants:

**Total MBE - 25%**

Ernie Harper (AA)  
Shahran Spears (AA)  
Eduardo Mancera (H)

**Total WBE - 5%**

Rebecca McCabe  
Rebecca Wall  
Angela Isley

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Principal Preparation and Development: \$250,000.00

13810-353-54125-221307-528408-2010	\$250,000.00
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CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Board Report 10-0428-PR34 was deferred.**

**10-0428-PR35**

**AMEND BOARD REPORT 09-0422-PR24**  
**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS AGENCIES FOR COURT REPORTING SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into master agreements with various agencies to provide court reporting services to the Office of Specialized Services at a cost not to exceed ~~\$125,000.00~~ ~~\$250,000.00~~ in the aggregate for the initial term. The agencies were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreements for agencies' services are currently being negotiated. No services shall be provided by any agency and no payment shall be made to any agency prior to the execution of such agency's written agreement. The authority granted herein shall automatically rescind as to each agency in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This amended Board Report is necessary to increase the maximum amount of compensation from \$125,000.00 to \$250,000.00 due to a district-wide Board Report providing for court reporting services. No written amendment to the agreements is required.

**USER:**

Office of Specialized Services  
125 South Clark Street 8th Floor  
Chicago, IL 60603

Contact : Cynthia Hansen  
Phone: 773-553-1800

**TERM:**

The term of each agreement shall commence on June 1, 2009 and shall end June 30, 2011. The agreements shall have one (1) option to renew for a period of twenty-four (24) months.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Pursuant to 105 ILCS 5/14-8.02a, the Board must "...obtain a written or electronic verbatim record of the proceedings within 30 days of receipt of a written request from the parents by the school district." The agencies shall provide the court reporting services to accurately record verbal testimony given at due process hearing, pre-hearing conferences and depositions. The agencies will be selected to provide services based upon the following: (1) availability to render services with short notice; (2) timeliness of court reporters at the hearings; and (3) timeliness and accuracy of transcript preparations.

**DELIVERABLES:**

Consultants will deliver copies of transcripts upon request.

**OUTCOMES:**

The services provided by the agencies will result in accurate recording of verbal testimony.

**COMPENSATION:**

The agencies shall be paid the hourly rates and transcript fees as outlined in each agency's Master Agreement; total not to exceed \$125,000.00 \$250,000.00 in the aggregate for the initial term.

**REIMBURSABLE EXPENSES:**

The agencies shall be reimbursed for the following expenses: none.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise in Goods and Services Contracts, the aggregate compliance method will utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance review on a contract-by-contract basis.

Aggregated compliance of the vendors in the pool will be reported on a monthly basis and will adhere to the required M/WBE goals of 25% MBE and 5% WBE.

The following companies are Minority and Women Owned Businesses:

**WBE:**

Toomey Reporting  
33 N. Dearborn, Suite 1506  
Chicago, IL 60602

Sullivan Reporting Co.  
2 N. LaSalle St. Ste 1615  
Chicago, IL 60602

**MBE:**

McGee Court Reporting Services  
79 W. Monroe, Ste 1011  
Chicago, IL 60603

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Specialized Services: \$125,000 \$250,000.00

<u>11610-115-54125-233005-000000-2010</u>	<u>\$250,000.00</u>
<u>11610-115-54125-233005-000000-2010</u>	<u>\$125,000.00</u>

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 15905  
MCCORKLE COURT REPORTERS  
200 NORTH LASALLE STREET  
CHICAGO, IL 60601  
Sharon Buidosik  
312-263-0052
  
- 2) Vendor # 30515  
MCGEE COURT REPORTING SERVICES  
79 WEST MONROE, STE 1011  
CHICAGO, IL 60603  
Izetta White-McGee  
312-263-2881
  
- 3) Vendor # 59516  
SONNTAG REPORTING SERVICE, LTD  
248 WEST RIVER DRIVE  
ST. CHARLES, IL 60174  
Glenn L. Sonntag  
630-232-0262
  
- 4) Vendor # 15296  
SULLIVAN REPORTING COMPANY  
TWO N. LASALLE ST., SUITE 1615  
CHICAGO, IL 60602  
Kathleen Monterastelli  
312-782-4705
  
- 5) Vendor # 31922  
TOOMEY REPORTING  
33 NORTH DEARBORN STREET, STE  
1506  
CHICAGO, IL 60602  
Sandy Toomey  
312-853-0648

10-0428-PR36

AMEND BOARD REPORT 09-0527-PR39  
**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT  
WITH CHALK, LLC FOR CONSULTING SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the second option to renew the agreement with CHALK, LLC to provide consulting services to the Office of Specialized Services Least Restrictive Environment ("LRE") Monitored Programs and Instruction at a cost for the option period not to exceed \$156,000.00 \$236,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This amendment is necessary to: 1) increase the amount of compensation from \$156,000.00 to \$236,000.00 due to a federal court judge ordering Chicago Public Schools to perform an additional 28 program completion visits that were unanticipated when original Board Report (09-0527-PR39) was approved, 2) add one new budget classification, and 3) update Chief Financial Officer. A written amendment to this agreement is required. No payment above the original authorized amount may be made prior to execution of the amendment. The authority granted herein shall automatically rescind in the event the amendment is not executed within 60 days of this amended Board Report.

**CONSULTANT:** CHALK, LLC  
2647 W. Wilson Avenue  
Chicago, Illinois 60625  
Contact: Maria Condu  
312/213-2099  
Vendor # 96657

**USER:** Office of Specialized Services  
125 S. Clark Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60603  
Contact: Rebecca Clark or Jawanda Hairston  
773/553-1800

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 07-1219-PR25) in the amount of \$156,000.00 is for a term commencing July 16, 2007 and ending June 30, 2008, with the Board having 2 options to renew for 12 month terms. The first option to renew (authorized by Board Report 08-0625-PR40) in the amount of \$156,000.00 is for a term commencing July 1, 2008 and ending June 30, 2009. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

**OPTION PERIOD:** The term of this agreement is being extended for 12 months commencing July 1, 2009 and ending June 30, 2010.

**OPTION PERIODS REMAINING:** There are no options to renew remaining.

**SCOPE OF SERVICES:** Consultant will continue to complete specific LRE and Instruction projects and other educational tasks as requested by the Office of Specialized Services. Consultant will assist the District in fulfilling its Corey H. Settlement obligations, thus helping to avoid an extension of the consent decree by completing the following LRE projects: (1) developing the monitoring tools for the *Education Connection ("EC")* program completion visits and reports; (2) creating, piloting, and refining a set of rubrics designed to establish rating guidelines and inter-rater reliability for the EC measurement tools; (3) conducting the on-site monitoring visits; (4) preparing the program completion reports to be submitted to the Corey H. Court Monitors; and (5) providing input and feedback to the LRE Director and staff regarding Court Monitors and Illinois State Board of Education monitoring issues. In addition, Consultant will train CPS staff and other consultants assigned to conduct EC visits and review all draft EC Program Completion Reports. Instruction projects include (1) creating and revising materials and support for the Instructional Support Option (ISO), (2) creating, revising and supporting the Inclusive Practices Pilot Schools (IPPS) project, and (3) selecting a school to pilot the materials created for the ISO and IPPS projects. In addition, Consultant will maintain and revise two management spreadsheets, one that documents and summarizes the daily activities of approximately 130 itinerant staff and another that tracks placement of students in low incidence programs.

**DELIVERABLES:** Consultant will develop and complete the following:

1. EC Reports and provide review of final EC reports for submission to the Corey H. Court Monitors.
2. A training program and all necessary materials for training staff on the EC monitoring program. This Will include: (i) training identified staff and (ii) accompanying staff on program completion visits.
3. A review of staff-submitted draft EC Program Completion reports for accuracy and appropriate content.
4. Final rubrics that set guidelines for the scoring of EC probe responses.
5. Materials for the Instructional Support Option Project which includes materials for professional Development for to data-related material, collecting additional information and answering questions regarding professional development.
6. A process and materials for training OSS and school staff on the Inclusive Practices Pilot Project.
7. Maintain and revise the Monthly Itinerant Report and the Low Incidence Placement Racking Report
8. Monthly summary of activities detailing the total amount of time spent and description of each activity

**OUTCOMES:** Services provided by Consultant will result in the following:

1. Quality instruction for students in the LRE.
2. A developed process for effective LRE monitoring visits.
3. LRE program capacity building and consistency among CPS staff.
4. Improved system-wide consistency and accuracy in IEP writing.
5. Increased inclusive best practices in classrooms and schools.
6. Better-developed inclusive best practices in target and ISO schools
7. Established inter-related reliability and scoring accuracy to increase accuracy, accountability and consistency with the EC tool used to measure LRE progress in schools.
8. Improved accountability, increased accuracy, and established best practices for monitoring the daily activities of 130 itinerant teachers and monitoring timeliness of low-incidence placements.

**COMPENSATION:** Consultant shall be paid as follows: an hourly rate of \$70 for Maria Condua and an hourly rate of \$60 for Linda Lara, for a maximum of 1,200 hours per employee and a total sum not to \$156,000.00 \$236,000.00. There will be no additional reimbursement for expenses or overtime.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:** This contract is in partial compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The Consultant has identified and scheduled the following:

Total WBE – 100%  
Maria Condua – 50%  
2647 West Wilson  
Chicago, Illinois 60625

Independent Consultant

Linda Lara – 50%  
7525 North LeClaire  
Skokie, Illinois 60077

Independent Consultant

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Office of Specialized Services: \$156,000.00 \$236,000.00      Fiscal Year: 2010

Budget Classifications:

11670-220-54125-261006-462040*	Source of Funds: IDEA Part B Flowthru Instruction
11670-220-54125-221010-462040*	Source of Funds: IDEA Part B Flowthru Instruction
<u>11670-115-54125-221083-000000-2010</u>	<u>Source of Funds: Local Funds</u> <u>\$30,000.00</u>
<u>11670-221-54125-221083-462049-2010</u>	<u>Source of Funds: ARRA Funds</u> <u>\$50,000.00</u>

\*Grant number subject to change in subsequent fiscal years.

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR37**

**FINAL**

**AMEND BOARD REPORT 09-0624-PR42  
AMEND BOARD REPORT 09-0527-PR40  
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS FOR MEDICAL  
RELATED SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements with various Consultants to provide medical related services to the Office of Specialized Services at a cost not to exceed \$4,249,544.00 \$4,397,261.38 in the aggregate. Consultants were selected on a competitive basis pursuant to Board Rule 5-4.1 (Specification Number 08-250042). A written agreement for each Consultant's services is currently being negotiated. No payment shall be made to any Consultant prior to the execution of such Consultant's written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This amended Board Report is necessary to change the Affirmative Action language to reflect the goals as indicated in Specification Number 08-250042.

This April 2010 amended Board Report is necessary to include the Preschool budget classification and to increase the compensation amount by \$147,717.38 to reflect the additional funds. No written amendments to the agreements are required.

**USER:**

Citywide Special Education Resource  
125 South Clark Street 8th Floor  
Chicago, IL 60603

Contact : Dr. Adrienne Scherenzel-Curry  
Phone: 773-553-3580

**TERM:**

The term of each agreement shall commence on July 1, 2009 and shall end on June 30, 2011. The agreements shall have two (2) options to extend for periods of two (2) years each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Consultants shall provide the services in the specialty areas indicated by each Consultant's name. The specific areas are as follows: Occupational Therapy ("OT"), Physical Therapy ("PT") and Speech and Language Pathology ("SLP"). These services are offered to eligible CPS students aged 3-21 who require such services to benefit from an education program.

**DELIVERABLES:**

Consultants will provide consultative and direct services in supporting special and general education students following the District's Response to Intervention ("RtI") model. For every student receiving services, Consultants will provide all documentation related to student's progress toward his/her Individualized Education Program ("IEP") goals. Consultants will follow rules and regulations for uploading weekly Medicaid reimbursable services.

**OUTCOMES:**

Consultants' services will result in students demonstrating progress in the goals and objectives as described in their IEP or RtI interventions.

**COMPENSATION:**

Consultants shall render services at the specific rates identified in their respective agreements. Total compensation to all Consultants shall not exceed ~~\$4,249,544.00~~ \$4,397,261.38 for the initial term.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and services Contracts, the Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The goals for this contract are 30% MBE and 15% WBE however the Waiver Committee has approved a partial waiver for the MBE goal.

Total MBE - 20%

Reo Movers & Van Lines Inc.

Meadows Office Supplies.

Electronic Knowledge Interchange Co.

Edge Technological Resources, Inc

Total WBE - 25%

Comprehensive Therapeutics, LTD

Manilow Suites, Inc.

Allied Health Professionals

Faye Weinstein

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Office of Specialized Services: ~~\$4,249,544.00~~ \$4,397,261.38

<u>11670-221-54125-121401-485610-2010</u>	<u>\$147,717.38</u>
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11675-115-54125-120408-000000-2011	\$714,750.00
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11675-115-54125-120408-000000-2010	\$714,750.00
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11675-115-54125-120409-000000-2010	\$1,410,022.00
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11675-115-54125-120409-000000-2011	\$1,410,022.00
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CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 40981  
COMPREHENSIVE THERAPEUTICS, LTD  
3703 W. LAKE AVE., SUITE 200  
GLENVIEW, IL 60025  
Steven Lesht  
847-998-1188

Ot/Pt/Slp

- 2) Vendor # 98770  
EBS HEALTHCARE SERVICES, INC DBA  
EDUCATIONAL BASED SERVICES  
70 WEST MADISON ST., STE 1400  
CHICAGO, IL 60602  
Jeff Robillard  
800-578-7906

Ot/Pt/Slp

- 3) Vendor # 65538  
PROGRESSUS THERAPY, LLC  
2701 NORTH ROCKY POINT DRIVE., STE  
650  
TAMPA, FL 33607  
Michael Berthelette  
800-892-0640X216

Ot/Pt/Slp

- 4) Vendor # 62095  
SELECT MEDICAL REHABILITATION  
SERVICES  
2455-C McMULLEN BOOTH RD.  
CLEARWATER, FL 33759  
Don Kravets  
888-974-7878

Ot/Pt/Slp

10-0428-PR38

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH PHONAK, LLC  
FOR THE PURCHASE OF ASSISTIVE LISTENING DEVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first option to renew the agreement with Phonak, LLC for the purchase of assistive listening devices for the Office of Specialized Services at a cost not to exceed \$150,000.00 for the option period. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

1) Vendor # 69878  
PHONAK, LLC  
4520 WEAVER PARKWAY  
WARRENVILLE, IL 60555  
Tess Dean  
630-821-5205

**USER:**

Citywide Specialized Services  
125 South Clark Street 8th Floor  
Chicago, IL 60603

Contact : Deborah Duskey  
Phone: 773-553-1800

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0325-PR16) in the amount of \$150,000.00 is for a term commencing on April 15, 2009 and ending June 30, 2010, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis because Vendor is the sole provider of Frequency Modulated ("FM") assistive listening devices with data logging capabilities.

**OPTION PERIOD:**

The term of this agreement is being extended for one (1) year commencing July 1, 2010 and ending June 30, 2011.

**OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

**SCOPE OF SERVICES:**

Vendor will continue to supply assistive listening devices and accessories for students who have auditory difficulties. These devices will be compatible with all types of personal hearing instruments (i.e. personal hearing aids, cochlear implant).

**DELIVERABLES:**

Vendor will continue to supply assistive listening devices and accessories for students who have auditory difficulties as designated in Exhibit A of the original agreement.

**OUTCOMES:**

These purchases will result in: (i) new equipment (receivers and transmitters), accessories, and repairs delivered in a timely manner, as Phonak is locally based; (ii) postage paid shipping provided on all in-warranty repairs; (iii) fitting and technical support; (iv) ongoing training provided on the Phonak product line; (v) repair services provided on existing models and estimates for repairs provided upon request; and (vi) a trade-in allowance provided for obsolete equipment (regardless of manufacturer).

**COMPENSATION:**

Vendor shall be paid during this option period in accordance with the unit prices contained in the agreement; not to exceed the sum of \$150,000.00 for the option period.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE goal for this contract as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the contract is not further divisible.

The Vendor has identified the following:

**Total WBE - 31%**

HF Wilson Engineering  
1401 Nagel Blvd.  
Batavia, Illinois 60510  
Contact: Anna McEvoy  
Chela Logistics, Inc.  
1521 Brummel Ave.  
Elk Grove Village, Illinois 60009  
Contact: Marcela Orr  
Eara Advertising Resources  
1728 Laurel Canyon Boulevard, Suite D  
Los Angeles, California 90046  
Contact: Lynda Gluck

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Office of Specialized Services: \$150,000.00

11670-220-56105-261006-462046-2010	\$15,000.00
11670-220-53405-261006-462046-2010	\$5,000.00
11670-220-55005-261006-462046-2010	\$120,000.00
11670-220-55005-120412-462046-2010	\$10,000.00

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**10-0428-PR39**

**APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS FOR CONSULTING SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements with various consultants to provide consulting services to various schools at an aggregate cost not to exceed \$1,321,426.00. These consultants were selected on a non-competitive basis because the CAPE (Chicago Advanced Placement Enhancement) grant specifically named these organizations and outlined the services, deliverables and outcomes that each would provide. The CAPE grant is a three year grant; these services will be provided during grant years 2 and 3. Written agreements for Consultants' services are currently being negotiated. No services shall be provided by any Consultant and no payment shall be made to any Consultant prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

**USER:**

Citywide - Office of Teaching & Learning  
125 S Clark Street, 9th Floor  
Chicago, IL 60603

Contact : Mark Klimesh  
Phone: 773-553-5153

**TERM:**

The term of each agreement shall commence on May 15, 2010 and shall end August 31, 2012. The agreements shall have one option to renew for a period of 1 year each. Unused grant funds from the initial term will be used to fund the option period.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:** **College Board** - The College Board and local universities will provide professional development for teachers and student support services. All new advanced placement (AP) teachers will enroll in a five-day content-specific summer institute. AP Chinese teachers will travel to attend the AP Chinese institute because none of them are held in Chicago. Group A is comprised of high schools receiving services in these content areas: AP Biology, Calculus AB, Chemistry, and/or English Language and Composition. Group A teachers will attend the institute at local universities designated to host them (University of Chicago, DePaul University and Loyola University). AP teachers will also attend Fall and Spring sessions offered by the College Board during 2010-2011. During 2011-2012 teachers will attend the fall workshop; in this grant year, the district will assume the registration fees. School administration, AP coordinators, counselors, and department heads will attend AP administrators workshops annually to provide leadership and support teachers in vertical teaming. For each of the two subject areas targeted by Group A schools - AP Biology, Calculus AB, Chemistry, and/or English Language and Composition- all teachers in the department will receive a Pre-AP professional development from the College Board related to vertically aligning curricula to AP course expectations. Teachers will attend this training annually for the duration of the grant. The 4 new AP Chinese teachers will also receive vertical team training.

**University of Chicago**- Group B is comprised of schools who provide AP Chinese classes. AP Chinese students at Group B schools will participate in a year-round AP enrichment program beginning in the summer between junior and senior year and continuing through their senior year. Twelve 3-hour workshops will be conducted annually beginning in the summer of 2010 with 30 students per workshop. AP Chinese teachers will meet with University of Chicago professors and graduate students annually to develop themes and plan the content of these sessions, ensuring that they are aligned to the curriculum

**DePaul University**- As the English Language and Composition partner, DePaul will provide quarterly professional development to AP teachers and an annual 3-week summer enrichment program for 90 students. New English Language and Composition teachers will also attend the summer institute at the university.

**Loyola University** - Loyola will serve as partner for AP Biology, Calculus AB, and Chemistry, providing quarterly teacher professional development and hosting annual summer programs for 80 students per course. Loyola will also host 2 college information nights annually for all students participating in CAPE

**DELIVERABLES:**

Consultants will each provide annual five-day summer school AP institutes for a minimum of 24 teachers in the 15 grant schools and 60 hours of summer school classes for 360 students in the areas of English, math and science.

**OUTCOMES:**

Consultants' services will result in: 1) assisting school leadership to properly build an AP program within their school- focusing on teacher preparation, course sequencing, parent communication, vertical team curriculum articulation in the 15 grant schools in the areas of science, math, English, and Chinese with the AP course as the cap stone course; 2) teachers with appropriate AP content knowledge, teaching methodology and strategies through professional development to increase student access in AP course in the 15 grant schools and 3 schools for AP Chinese; 3) an increase in the number of low-income students who take a rigorous college preparatory course such as AP in the 15 grant schools; 4) an increase in the number of students who earn a "qualifying" score on AP exams in the 15 grant schools; and 5) maintaining a professional partnership with three local universities to support the AP program

**COMPENSATION:**

Consultants shall be paid as specified in their respective agreement; total for all consultants not to exceed the aggregate sum of \$1,321,426.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to agreements where the vendor providing service is a University or other educational institution.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Teaching and Learning \$1,321,426.00

Source of Funds: Misc. Federal Grant

CFDA# : Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

1) Vendor # 37159  
DEPAUL UNIVERSITY  
1 E. JACKSON  
CHICAGO, IL 60604-2287  
Darise Bowden

2) Vendor # 14852  
LOYOLA UNIVERSITY  
6525 N. SHERIDAN, STE. 119  
CHICAGO, IL 60626  
JoBeth D'Agostino

David Slavsky

3) Vendor # 33123  
UNIVERSITY OF CHICAGO  
5801 SOUTH ELLIS AVE.  
CHICAGO, IL 60637  
Daniel Shannon  
773-702-8604

4) Vendor # 22907  
COLLEGE BOARD, THE 2  
45 COLUMBUS AVENUE  
NEW YORK, NY 10023  
David Gupta  
212-713-8000

10-0428-PR40

FINAL

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF  
RESPONSE INTERVENTION SERVICES (RTI)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements with various vendors for the purchase of Response to Intervention (RTI) materials and service for District 299 at an aggregate cost not to exceed \$30,000,000.00. Vendors were selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification No. 10-250007). Written agreements for these services and materials are currently being negotiated. No goods and/or services may be ordered or received and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 10-250007  
Contract Administrator : Pamela Seanior / 773-553-2254

**USER:**

Office of Teaching & Learning  
125 S Clark Street, 11th Floor  
Chicago, IL 60603

Contact : Carmen Gioiosa  
Phone: 773-553-4118  
Project Manager: Carmen Gioiosa  
Phone: 773-553-5063

**TERM:**

The term of each agreement shall commence on July 1, 2010 and shall end June 30, 2011. The agreements shall have 2 options to renew for periods of 1 year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**DETAIL OF SERVICES:**

Response to Intervention ("RtI") is an ongoing process of using student performance and related data to guide instructional and intervention decisions for ALL students. It is a part of a multi-tiered problem solving model of prevention, interventions, and use of educational resources to address student needs. RtI matches instructional and intervention strategies and supports with student needs in an informed, ongoing approach for planning, implementing, and evaluating the effectiveness of curricular supports and interventions. The goal of RtI is to ensure that all general education students who are unsuccessful in our core reading and mathematics curricula have access to support opportunities.

RtI is also both a state and federal mandate beginning the 2010-11 school year. In order to satisfy the mandate, prior to receiving specialized services, interventions and data to support the reason for an evaluation must be present.

**Description of State Mandate:** Illinois' special education rules at 23 Illinois Administrative Code 226.130 (effective June 28, 2007) provide the legal structure for the implementation of Response to Intervention (RtI) in districts across the state. In accordance with the state rules cited above, beginning no later than the 2010-2011 school year, school districts in Illinois are required to use a process that determines how a student responds to scientific, research-based interventions (RtI).

**Description of Federal Mandate:** The federal regulations at 34 CFR 300.307 allow a state education agency to adopt criteria to identify students in the category of SLD using a process that determines how a student responds to scientific, research-based interventions. These regulations also require school districts to use the established State criteria.

This Board Report specifically addresses CPS' RtI Framework pursuant to 23 Illinois Administrative Code 226.130. Proposals were considered from vendors or resellers who met the qualifications outlined in the Request for Proposals ("RFP") and have third-party, empirical evidence that their programs and strategies have been proven for interventions that support the academic achievement of those students; and ways to monitor the progress of all students, including those receiving intervention supports - all integral parts of CPS' RtI Framework. Approximately 20% of CPS students will be in need of services included in this RFP, totaling approximately 81,000 students.

Given the district's diversity, CPS selected multiple Proposers and offered schools the opportunity to choose the solutions that best fit their needs. The products approved through the RFP process will provide both principals and CAOs a menu of supports. Principals and CAOs will then have the option to select any products on the approved menu and allocate appropriate funds for their purchase from their respective budgets. This Board Report provides principals and CAOs an "opt-in for purchase" to any of the approved products. The Office of Teaching and Learning will provide expert advice as to which products will be most effective in individual schools and areas. Teaching and Learning will also provide guidance around selection of appropriate products to meet the needs of their students and the RtI mandate.

**DESCRIPTION OF PURCHASE:**

Vendors shall provide intervention materials, professional development, and/or support services in the content areas of reading and mathematics to schools for grades K through 12. Schools and Areas will have the option to choose vendors from our menu of supports in the following categories to implement Response to Intervention: Tier II and III Intervention programs, Curriculum Based Measurement of Growth ("CBM"), Screening Assessment, and/or Diagnostic Assessment. Vendors shall provide a set of tools that help identify at-risk and/or struggling general education students; sets of interventions that support the academic achievement of those students; and ways to monitor the progress of all students, including those receiving intervention supports.

**OUTCOMES:**

Vendors services will result in: 1) Tier II and/or Tier III interventions that substantially increase the reading and mathematics proficiency of students in grades K-12, in particular, those students who are three or more years below grade level; 2) A Curriculum Based Measurement of Growth ("CBM") that can accurately capture student progress; 3) Screening assessments that can accurately identify students that

are not successfully absorbing key reading and/or mathematic concepts; and, 4) Diagnostic assessments that can accurately pinpoint the student's specific issue that inhibits their ability to successfully absorb key reading and/or mathematic concepts.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in their agreement; total for all vendors not to exceed the aggregate sum of \$30,000,000.00.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Executive Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

The M/WBE participation goals for this contract include: 10% total MBE and 5% total WBE. Pursuant to the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the per contract and category goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Various Schools, and Office of Teaching and Learning

Budget Classification: Various

Fiscal Years: 2010 and 2011

**CFDA# :** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**THIS SPACE INTENTIONALLY LEFT BLANK**

1) Vendor # 12499  
ACHIEVE 3000  
1091 RIVER AVENUE  
LAKEWOOD, NJ 08701  
Eugene Narciso  
732-367-5505

2) Vendor # 92035  
AMERICA'S CHOICE, INC  
1919 M STREET, NW, STE 310  
WASHINGTON, DC 20036  
Pat WhiteAker  
202-783-3668

3) Vendor # 96341  
CAMBIUM LEARNING, INC  
4185 SALAZAR WAY  
FREDERICK, CO 80504  
Erin Ramsey  
303-774-7729

4) Vendor # 31207  
CARNEGIE LEARNING, INC.  
437 GRANT STREET  
PITTSBURGH, PA 15219  
Joseph Goins  
888-851-7094

5) Vendor # 22719  
CATAPULT LEARNING  
420 N MAY  
CHICAGO, IL 60622  
Stephen Freeman  
800-627-4276

6) Vendor # 19482  
GREENWOOD PUBLISHING DBA  
HEINEMANN  
361 HANOVER STREET  
PORTSMOUTH, NH 03801  
Lori P. Lampert  
800-541-2086

7) Vendor # 39562  
HEADSPROUT, INC.  
127 BROADWAY AVENUE EAST, SUITE  
300  
SEATTLE, WA 98102  
Kimberley Bynoe  
206-329-3660

8) Vendor # 13240  
HOUGHTON MIFFLIN HARCOURT  
222 BERKELEY STREET  
BOSTON, MA 02116  
Nicole Genova  
617-351-5000

9) Vendor # 27537  
ILLINOIS RESOURCE CENTER  
2626 S. CLEARBROOK DR.  
ARLINGTON HEIGHTS, IL 60005  
Lynn Newhart  
224-366-8500

10) Vendor # 12230  
MCGRAW HILL COMPANIES  
8787 ORION PLACE  
COLUMBUS, OH 43240  
Ardena White  
313-622-3362

11) Vendor # 35872  
PEARSON EDUCATION, INC  
1900 EAST LAKE AVE.  
GLENVIEW, IL 60025  
Betty White  
800-456-5201

12) Vendor # 63211  
PIONEER VALLEY EDUCATIONAL PRESS,  
INC.  
31 HIDDEN MEADOW ROAD  
AMHERST, MA 01002  
Lauri Yanis  
888-482-3906

13) Vendor # 37338  
SCANTRON CORP.  
1313 LONE OAK RD.  
EAGAN, MN 55121  
Angie Weadge  
800-722-6876

14) Vendor # 14970  
SCHOLASTIC, INC. 1  
557 BROADWAY  
NEW YORK, NY 10012  
Joe Welty  
630-523-5138

15) Vendor # 12990  
WIRELESS GENERATION, INC.  
55 WASHINGTON ST., STE 900  
BROOKLYN, NY 11201-1071  
Patrick Smith  
212-796-2204

10-0428-PR41

**DEFERRED**

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS TO PROVIDE  
SCHOOL DIAGNOSTIC SERVICES FOR PROBATIONARY HIGH SCHOOLS AND ELEMENTARY  
SCHOOLS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements with Class Measures Ltd., SPC Consulting, LLC and School Works LLC to provide consulting services to deliver school diagnostic services for probationary high schools and elementary schools at a cost not to exceed \$4,223,625.00. Consultants were selected on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Request For Proposals (Specification No. 09-250073). No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 09-250073  
Contract Administrator : Pamela Seanior / 773-553-2254  
**VENDOR:**

- 1) Vendor # 95169  
CLASS MEASURES LTD.  
100 TOWER PARK DRIVE., STE A  
WOBURN, MA 01810  
Peter Davies  
781-939-5699
- 2) Vendor # 68385  
SPC CONSULTING, LLC  
737 NORTH MICHIGAN AVE., STE 1925  
CHICAGO, IL 60611  
Nely Bergsma  
312-306-9996
- 3) Vendor # 80634  
SCHOOL WORKS, LLC  
100 CUMMINGS CTR. STE 236C  
BEVERLY, MA 01915  
Ledyard McFadden  
978-921-1674

**USER:**

Turn - Around Schools  
125 S Clark Street  
Chicago, IL 60603

Contact : Donald Fraynd, Turnaround Officer  
Phone: 773-553-2336

**TERM:**

The term of these agreements shall commence upon the date of execution and end June 30, 2012. The agreements shall have two (2) options to renew each for a period of twelve (12) months.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

I. School Site Visits: Consultants will be expected to visit the identified school at the request of the Chief Area Officer for a minimum of three (3) days, spending at least (5) hours per day engaged in interviews and observations at the school. School visits shall be conducted by teams that include a minimum of three members, at least one (1) of whom shall have past successful experience as a school-based leader (e.g. department chair, mid-level leader or administrator). All team members shall have expertise in diagnosing the leadership and organizational capacity of an organization. Activities to take place shall include but are not limited to the following:

a.) Interviews with school leadership, including principals, administrators and teachers;

- b.) Classroom observations;
- c.) Conversations with students;
- d.) Meetings with the school's key working groups;
- e.) Collection and subsequent analysis of school budget and School Improvement Plan for Advancing Academic Achievement (SIPAAA) information to support questions regarding the relationship towards school improvement efforts and the allocation of resources;
- f.) Collection and subsequent analysis of current school attendance, misconduct and academic achievement data to support questions regarding trends and the outcome of explicit efforts to address noted trends; and
- g.) Other information gathering activities deemed necessary and relevant.

Reports shall address the presence and effectiveness of performance management strategies and activities (regular discussions regarding student data, using data to make decisions to improve student learning, etc.) Reports shall also contain an appendix with summarized interview notes, classroom observation reports, notes on observed school working groups and any other evidence necessary to support report findings.

II. The school visits shall be completed over the course of a three (3) day period, and the diagnostic report shall be completed over a two (2) day period, with final reports and recommendations due five (5) days after the first day on which a school visit is conducted and no later than fourteen (14) days after the school visit.

Services from the Consultants shall only be initiated by the Chief Education Officer or the Chief Area Officers.

**DELIVERABLES:**

Following the school visitation, consultant shall be expected to provide a detailed, evidence-based report that focuses on the capacity of the school's principal and school-based leadership team to drive positive change with respect to academics, culture and community within four dimensions:

- a.) Structures: The way in which the organization is structured with respect to roles, responsibilities and accountability relationships;
- b.) Human Resources: The established practices for training, mobilizing and supporting all school-based personnel;
- c.) Project Management: The way in which work is distributed and shared with multiple factions in order to accomplish positive school and student outcomes; and
- d.) Performance Activities: The activities that manage effective performance and that communicate the vision, mission and goals of the school.

**OUTCOMES:**

Consultants' services shall result in preliminary recommendations and the school diagnostic report.

Based on the school diagnostic report, Consultants shall submit specific recommendations, rated with respect to order of importance and urgency, to provide schools the data to make informed decisions for student development and growth. These recommendations shall include detailed descriptions of suggested services and supports that address each of the following school characteristics:

- a.) Leadership and organizational capacity: 1) Structures (including organizational chart and resource allocation modification); 2) Human Resources (including recommendations for improvement-focused professional development and support for high performers); 3) Project Management and 4) Performance Activities; and
- b.) Performance Management

**COMPENSATION:**

Consultants shall be paid upon invoicing after services have been performed. Total compensation to all Consultants shall not to exceed the sum of \$4,223,625.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The goals for this agreement are 20% total MBE and 20% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a monthly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Board Report 10-0428-PR41 was deferred.**

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0428-ED1, 10-0428-OP1, 10-0428-PR1 through 10-0428-PR32, and 10-0428-PR35 through 10-0428-PR40, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0428-ED1, 10-0428-OP1, 10-0428-PR1 through 10-0428-PR32, and 10-0428-PR35 through 10-0428-PR40 adopted.

**10-0428-MS1**

**ASSIGN THE NAME MARIANO AZUELA ELEMENTARY SCHOOL  
TO THE NEW ELEMENTARY SCHOOL BEING ESTABLISHED AT 4707 W. MARQUETTE ROAD**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Assign the name Mariano Azuela Elementary School to the new elementary school being established at 4707 W. Marquette Road

**DESCRIPTION:** On October 28, 2010, the Chicago Board of Education approved the establishment of a new elementary school to be located at 4707 W. Marquette Road, Chicago, IL 60629 (Board Report 09-1028-EX4). The elementary school was referred to in the establishment Board Report as the "West Lawn Elementary School" for identification purposes. Upon the Board's approval to establish this new elementary school, input on a school name was sought from parents and community members by way of a written survey. The survey was also distributed to the students of Lee, Pasteur and Hurley elementary schools whose students reside in the attendance area of the new elementary school. The following two school name options were surveyed with results appearing in order of preference.

- 1) Mariano Azuela Elementary School
- 2) Caridad Bravo Adams Elementary School

The Chief Area Officer recommends assigning the name Mariano Azuela Elementary School based on the results of the survey.

**AFFIRMATIVE ACTION:** Not applicable.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** No cost to the Board at this time.

**10-0428-MS2**

**ASSIGN THE NAME FEDERICO GARCIA LORCA ELEMENTARY SCHOOL  
TO THE NEW ELEMENTARY SCHOOL BEING ESTABLISHED AT 3231 N. SPRINGFIELD AVENUE**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Assign the name Federico Garcia Lorca Elementary School to the new elementary school being established at 3231 N. Springfield Avenue.

**DESCRIPTION:** On September 23, 2009, the Chicago Board of Education approved the establishment of a new elementary school to be located at 3231 N. Springfield Ave, Chicago, IL 60618 (Board Report: 09-0923-EX5). The elementary school was referred to in the establishment Board Report as the "Avondale-Irving Area Elementary School" for identification purposes. Upon the Board's approval to establish this new elementary school, input on a school name was sought from parents and community members by way of a written survey. The survey was also distributed to the students of Scammon, Reilly, and Monroe elementary schools whose students reside in the attendance area of the new elementary school. The following two school name options were surveyed with results appearing in order of preference:

- 1) Federico Garcia Lorca Elementary School
- 2) Carlos "Caribe" Ruiz Elementary School

The Chief Area Officer recommends assigning the name Federico Garcia Lorca Elementary School based on the results of the survey.

**AFFIRMATIVE ACTION:** Not applicable.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** No cost to the Board at this time.

#### 10-0428-MS3

##### **APPROVE THE RENAMING OF MCKINLEY PARK ELEMENTARY SCHOOL TO CALMECA ACADEMY OF FINE ARTS AND DUAL LANGUAGE**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Approve the renaming of McKinley Park Elementary School to Calmeca Academy of Fine Arts and Dual Language effective July 1, 2010.

**DESCRIPTION:** McKinley Park Elementary School is scheduled to be relocated from its current location at 2744 W. Pershing Road to a new facility located at 3456 West 38<sup>th</sup> Street, effective July 1, 2010 (See Board Report 09-0923-EX6). Coincident with this relocation, the school will also be re-named. The current Local School Council of McKinley Park Elementary School made name change recommendations and obtained affirmative majority vote in favor of the first choice listed below in accordance with the Board's Policy on the Naming or Re-Naming of Schools (03-0326-PO04).

In harmony with the school's mission to continue to promote cultural and artistic experiences for its students, the Local School Council recommends, in order of preference, the following proposed new school names.

1. Calmeca Academy of Fine Arts and Dual Language
2. Mesoamerica Academy of Fine Arts and Dual Language
3. Quinto Sol Academy of Fine Arts and Dual Language

**LSC REVIEW:** The Local School Council of McKinley Park Elementary School approved the school re-naming recommendations on February 5, 2010.

**FINANCIAL:** No cost to the Board at this time.

#### 10-0428-MS4

##### **ASSIGN THE NAME WEST RIDGE ELEMENTARY SCHOOL TO THE NEW ELEMENTARY SCHOOL BEING ESTABLISHED AT 6700 N. WHIPPLE STREET**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Assign the name West Ridge Elementary School to the new elementary school being established at 6700 N Whipple Street.

**DESCRIPTION:** On March 24, 2010, the Chicago Board of Education approved the establishment of a new high school to be located at 6700 N. Whipple Street, Chicago, IL 60645 (Board Report: 10-0324-EX8). The elementary school was referred to in the establishment Board Report as the "Boone-Clinton Elementary School" for identification purposes. Upon the Board's approval to establish this new elementary school, input on a school name was sought from parents and community members by way of a written survey. The survey was also distributed to the students of Boone and Clinton elementary schools whose students reside in the attendance area of the new elementary school. The following two school name options were surveyed with results appearing in order of preference:

- 1) West Ridge Elementary School
- 2) Dr. Arline Hersh Elementary School

The Chief Area Officer recommends assigning the name West Ridge Elementary School based on the results of the survey.

**AFFIRMATIVE ACTION:** Not applicable

**LSC REVIEW:** Not applicable.

**FINANCIAL:** No cost to the Board at this time.

**10-0428-EX10**

**PRINCIPAL CONTRACTS (A)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Office of Principal Preparation and Development has verified that the following individuals have met the requirements for eligibility.

<b>NAME</b>	<b>FROM</b>	<b>TO</b>
Patrick Baccellieri	Acting Officer Office of Performance Management	Contract Principal Pulaski P.N. 146545 Commencing: March 15, 2010 Ending: March 14, 2014
Nora Cadenas	Assistant Principal Seward	Contract Principal Seward P.N. 118643 Commencing: July 1, 2010 Ending: June 30, 2014
Sheldon House	Interim Principal Simeon	Contract Principal Simeon P.N. 115388 Commencing: January 28, 2010 Ending: January 27, 2014
Mark Neidlinger	Assistant Principal Drummond	Contract Principal Drummond P.N. 113251 Commencing: March 15, 2010 Ending: March 14, 2014
Cassandra Washington	Interim Principal Gale	Contract Principal Gale P.N. 117444 Commencing: July 1, 2010 Ending: June 30, 2014
Gregory Zurawski	Assistant Principal Coonley	Contract Principal Coonley P.N. 120445 Commencing: July 1, 2010 Ending: June 30, 2014

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal Performance Contracts with the individuals named above.

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2010-2011 school budget.

10-0428-AR1

REPORT ON BOARD REPORT RESCISSIONS

## THE GENERAL COUNSEL REPORTS THE FOLLOWING:

I. Extend the rescission dates contained in the following Board Reports to June 23, 2010 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:

1. 08-0827-OP3: Approve Entering into an Intergovernmental Agreement with the City of Chicago/Chicago Police Department Relating to the Facility Information Management System  
User Group: Risk Management and Emergency Planning  
Services: Facility Information Management System  
Status: In negotiations
2. 08-0827-PR28: Approve Entering into an Agreement with Health Care Service Corporation D/B/A Blue Cross Blue Shield of Illinois to Provide Preferred Provider Organization (PPO) Services.  
User Group: Office of Human Services  
Services: Preferred Provider Organization (PPO) Services  
Status: In negotiations
3. 08-0827-PR29: Approve Entering into an Agreement with Delta Dental of Illinois for Dental Preferred Provider Organization (DPPO) and Dental Health Maintenance Organization (DHMO) Services.  
User Group: Office of Human Services  
Services: Dental Services  
Status: In negotiations
4. 08-0827-PR31: Approve Entering into an Agreement with United Health Care Insurance Company to Provide Preferred Provider Organization (PPO) Services  
User Group: Office of Human Services  
Services: Health Care Services  
Status: In negotiations
5. 08-1217-EX6: Approve the Renewal of the Charter School Agreement with Namaste Charter School  
User Group: Office of New Schools  
Services: Charter School  
Status: In negotiations
6. 09-0422-EX5: Approve the Renewal of the Charter School Agreement with Alain Locke Charter Academy Charter School.  
User Group: Office of New Schools  
Services: Charter School  
Status: In negotiations
7. 09-0527-PR37: Approve Renewing the Agreement with Educational Testing Service for the Purchase of Test Materials and Related Services.  
User Group: Research, Evaluation & Accountability  
Services: Purchase of Test Materials  
Status: In negotiations
8. 09-0624-ED9: Approve Entering into an Agreement with Illinois Student Assistance Commission (SCA) for a Software License and Related Services for XAP Transitions Premium Edition.  
User Group: Department of College and Career Preparation  
Services: Software License  
Status: In negotiations
9. 09-0624-ED18: Approve Entering into an Intergovernmental Agreement with the City of Chicago for Services Related to Expanded Education and Screening for the Sexually Transmitted Infections Project.  
User Group: Office of Specialized Services  
Services: Education and Screening Services  
Status: In negotiations
10. 09-0624-EX8: Approve Entering into an Agreement with the Academy of Urban School Leadership to Provide Management Consulting Services and Professional Development Consulting Services (Dodge Renaissance Academy, The Chicago Academy, Tarkington School of Excellence, National Teachers Academy, Chicago Academy High School, Collins Academy High School, Orr Academy High School  
User Group: Office of New School  
Services: Consulting Services  
Status: In negotiations

11. 09-0722-EX4: Amend Board Report 08-1022-EX3: Amend Board Report 07-0228-EX3: Ratify Exercising the First and Second Options to Renew the Agreements with Trustmark Insurance Company and RFS-IRSI Joint Venture to Services Existing Trustmark University Life Insurance Policyholders.  
 User Group: Department of Human Resources  
 Services: Life Insurance  
 Status: In negotiations
12. 09-0722-OP2: Approve Entering into a Lease Agreement with Christopher House for the Rental of 2250 North Latrobe.  
 User Group: Real Estate  
 Services: Lease Agreement  
 Status: In negotiations
13. 09-0923-PR28: Approve Entering into Agreements with Various Consultants for Development of a Capstone Course in Space Science.  
 User Group: Office of Teaching and Learning  
 Services: Development of a Capstone Course in Space Science  
 Status: 5 of 6 Contracts have been executed; remaining agreement in negotiations
14. 09-0923-PR30: Approve Exercising the Second Option to Renew the Agreement with Metritech, Inc. for the Purchase of Test Materials and Related Professional Development Services  
 User Group: Office of Teaching and Learning  
 Services: Professional Development Services  
 Status: In negotiations
15. 09-1123-PR3: Amend Board Report 09-0422-PR11: Approve Entering into an Agreement with Frank Cooney and Lowery McDonnell Company for the Purchase of Office, Classroom and Library Furniture.  
 User Group: Facility Operations & Maintenance  
 Services: Purchase of Office, Classroom, and Library Furniture  
 Status: In negotiations
16. 09-1123-PR4: Amend Board Report 09-0722-PR5: Approve Entering into an Agreement with Harrison and Company for the Purchase of Early Childhood Furniture and Miscellaneous Children's Items  
 User Group: Facility Operations & Maintenance  
 Services: Purchase of Early Childhood Furniture and Miscellaneous Children's Items.  
 Status: In negotiations
17. 09-1123-PR14: Approve Entering into an Agreement with the New Teacher Project for Consulting Services.  
 User Group: Office of Human Resources  
 Services: Consulting Services  
 Status: In negotiations
18. 09-1123-PR17: Approve Extending the Agreement with the Illinois State Police.  
 User Group: Office of School Safety and Security  
 Services: Criminal Background Checks  
 Status: In negotiations
19. 09-1123-PR21: Approve Entering into an Agreement with SGA Youth and Family Services for Consulting Services.  
 User Group: Turn-Around Schools  
 Services: Consulting Services  
 Status: In negotiations
20. 09-1216-EX4: Amend Board Report 09-0826-EX9: Amend Board Report 08-1022-EX12: Amend Board Report 08-0602-EX3: Amend Board Report 08-0123-EX3: Amend Board Report 07-1219-EX3: Amend Board Report 07-1024-EX6: Amend Board Report 07-0822-EX10: Amend Board Report 07-0523-EX5: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation (Chicago International Charter School).  
 User Group: Office of New Schools  
 Services: Charter School  
 Status: In negotiations
21. 10-0127-OP2: Approve Entering into an Amendment to the Ground Lease with the Ounce of Prevention Fund for Property Located at 5044 South Wabash Avenue.  
 User Group: Office of Real Estate  
 Services: Lease Agreement  
 Status: In negotiations
22. 10-0127-PR4: Approve Exercising the Final Option to Renew the Pre-Qualification Status of and the Agreements with Various Consultants to Provide Services Related to Oracle Systems  
 User Group: Information & Technology Services  
 Services: Oracle System Services  
 Status: In negotiations

23. 10-0127-PR16: Approve Exercising the Option to Renew the Agreement with the City of Chicago Department of Community Development F/K/A Department of Housing Relating to the Chicago Public Schools' Teacher Homebuyer Assistance Program  
User Group: Department of Human Resources  
Services: Homebuyer Assistance Program  
Status: In negotiations

24. 10-0127-PR19: Approve Entering into an Agreement with Rogers Park Community Development Corporation for Consulting Services  
User Group: Office of Human Resources  
Services: Consulting Services  
Status: In negotiations

II. **Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**

1. 10-0224-PR17: Approve Entering into Agreements with Various Consultants for Nursing Services  
User Group: Citywide Special Education Resource  
Services: Nursing Services  
Action: Rescind Board authority in part as to Gareda Diversified Business Services, Inc. d/b/a Gareda Nursing and Homecare Services (#3) only. Authority for remaining agreements shall remain in effect.
2. 09-0722-PR14: Approve Entering into Agreements with Early Literacy Assessment Vendors for Consulting Services  
User Group: Chief Education Office  
Services: Consulting Services  
Action: Rescind Board authority as to the following consultants for failure to enter into an agreement with the Board: NSC Pearson, Inc. (#2) and Children's Progress, Inc. (#3). The authority to enter into an agreement with the University of Chicago (#5) will automatically rescind in the event their agreement is not fully executed by the date hereof. Authority for the remaining agreements shall remain in effect.
3. 09-1216-PR8: Approve Exercising the First Option to Extend Pre-Qualification Status of And Entering into Agreements with Contractors to Provide Various Trades Work Over \$10,000 for the Operations and Maintenance Program  
User Group: Facility Operations & Maintenance  
Services: Operations and Maintenance Program  
Action: Rescind Board authority as to the following contractors for failure to enter into an agreement with the Board: Cruz Brothers Tuckpointing & Maintenance, Inc. (#30); Globe Electrical Contractors (#43); Ife & S, Inc. (#53); and Naes Central, Inc. d/b/a Acm Elevator Company (#81). Authority for the remaining agreements shall remain in effect.

**President Richardson-Lowry thereupon declared Board Reports 10-0428-MS1 through 10-0428-MS4, 10-0428-EX10, and 10-0428-AR1 accepted.**

#### **OMNIBUS**

**At the Regular Board Meeting of April 28, 2010 the foregoing motions, reports and other actions set forth from number 10-0428-MO1 through 10-0428-AR8 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.**

**Under the heading of Unfinished Business from the Board Meeting of February 24, 2010, Board Report 10-0224-EX5 was withdrawn.**

**At the Regular Board Meeting of April 28, 2010 Board Reports 10-0428-PO1, 10-0428-PR33, 10-0428-PR34, and 10-0428-PR41 were deferred.**

#### **ADJOURNMENT**

**President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.**

**President Richardson-Lowry thereupon declared the Board Meeting adjourned.**

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of April 28, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran  
Secretary

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